City of Glendale Council Meeting Agenda

January 10, 2012 – 7:00 p.m.

City Council meetings are telecast live at 7:00 p.m. on the second and fourth Tuesday of the month. Repeat broadcasts are telecast the second and fourth week of the month – Wednesday at 2:30 p.m., Thursday at 8:00 a.m., Friday at 8:00 a.m., Saturday at 2:00 p.m., Sunday at 9:00 a.m. and Monday at 1:30 p.m. on Glendale Channel 11.

Welcome!

We are glad you have chosen to attend this City Council meeting. We welcome your interest and encourage you to attend again.

Form of Government

The City of Glendale has a Council-Manager form of government. Legislative policy is set by the elected Council and administered by the Council-appointed City Manager.

The City Council consists of a Mayor and six Councilmembers. The Mayor is elected every four years by voters city-wide. Councilmembers hold four-year terms with three seats decided every two years. Each of the six Councilmembers represent one of six electoral districts and are elected by the voters of their respective districts (see map on back).

Council Meeting Schedule

The Mayor and City Council hold Council meetings to take official action two times each month. These meetings are held on the second and fourth Tuesday of the month at 7:00 p.m. Regular meetings are held in the Council Chambers, Glendale Municipal Office Complex, 5850 W. Glendale Avenue.

Agendas may be obtained after 4:00 p.m. on the Friday before a Council meeting, at the City Clerk's Office in the Municipal Complex. The agenda and supporting documents are posted to the city's Internet web site, www.glendaleaz.com

Questions or Comments

If you have any questions about the agenda, please call the City Manager's Office at (623) 930-2870. If you have a concern you would like to discuss with your District Councilmember, please call (623) 930-2249, Monday - Friday, 8:00 a.m. – 5:00 p.m.

Public Rules of Conduct

The presiding officer shall keep control of the meeting and require the speakers and audience to refrain from abusive or profane remarks, disruptive outbursts, applause, protests, or other conduct which disrupts or interferes with the orderly conduct of the business of the meeting. Personal attacks on Councilmembers, city staff, or members of the public are not allowed. It is inappropriate to utilize the public hearing or other agenda item for purposes of making political speeches, including threats of political action. Engaging in such conduct, and failing to cease such conduct upon request of the presiding officer will be grounds for ending a speaker's time at the podium or for removal of any disruptive person from the meeting room, at the direction of the presiding officer.

How to Participate

The Glendale City Council values citizen comments and input. If you wish to speak on a matter concerning Glendale city government that is not on the printed agenda, please fill out a blue Citizen Comments Card located at the back of the Council Chambers and give it to the City Clerk before the meeting starts. The Mayor will call your name when the Citizen Comments portion of the agenda is reached. Because these matters are not listed on the posted agenda, the City Council may not act on the information during the meeting but may refer the matter to the City Manager for follow-up.

Public Hearings are also held on certain agenda items such as zoning cases, liquor license applications and use permits. If you wish to speak or provide written comments about a public hearing item on tonight's agenda, please fill out a gold Public Hearing Speakers Card located at the back of the Council Chambers and give it to the City Clerk before the meeting starts. The Mayor will call your name when the public hearing on the item has been opened.

When speaking at the Podium, please state your name and the city in which you reside. If you reside in the City of Glendale, please state the Council District you live in and present your comments in five minutes or less.



- ** For special accommodations or interpreter assistance, please contact the City Manager's Office at (623) 930- 2870 at least one business day prior to this meeting. TDD (623) 930-2197.
- ** Para acomodacion especial o traductor de español, por favor llame a la oficina del adminsitrador del ayuntamiento de Glendale, al (623) 930-2870 un día hábil antes de la fecha de la junta.

Councilmembers

Norma S. Alvarez - Ocotillo District H. Philip Lieberman - Cactus District Manuel D. Martinez - Cholla District Joyce V. Clark - Yucca District Yvonne J. Knaack – Barrel District



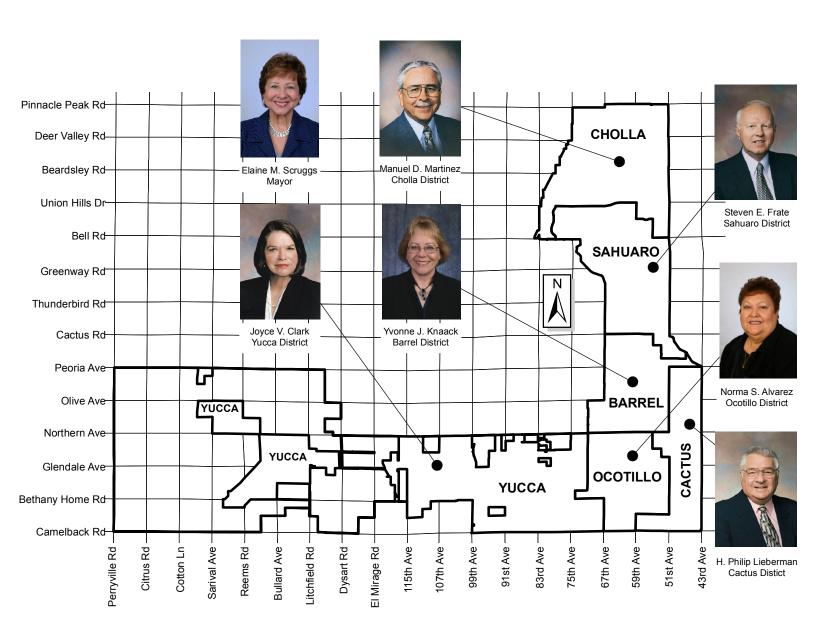
Vice Mayor Steven E. Frate - Sahuaro District

Appointed City Staff

Ed Beasley – City Manager Craig Tindall – City Attorney Pamela Hanna – City Clerk Elizabeth Finn – City Judge



Council District Boundaries





GLENDALE CITY COUNCIL MEETING Council Chambers 5850 West Glendale Avenue January 10, 2012 7:00 p.m.

CALL TO ORDER – PLEDGE OF ALLEGIANCE

APPROVAL OF THE MINUTES OF DECEMBER 13, 2011 AND DECEMBER 20, 2011

CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion. If you would like to comment on an item on the consent agenda, please come to the podium and state your name, address and item you wish to discuss.

1. LIQUOR LICENSE NO. 5-3262, ARIZONA PIZZA COMPANY PRESENTED BY: Susan Matousek, Revenue Administrator

2. FUND AUTHORIZATION FOR PARTS REQUIRED FOR REPAIRS AT CHOLLA WATER TREATMENT PLANT

PRESENTED BY: Craig Johnson, P.E., Executive Director, Water Services

CONSENT RESOLUTIONS

3. INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FLOOD CONTROL DISTRICT

PRESENTED BY: Greg Rodzenko, P.E., Acting City Engineer

RESOLUTION: 4533

4. INTERGOVERNMENTAL AGREEMENTS WITH ADOT FOR INFRASTRUCTURE INSTALLATION ALONG LOOP 303

PRESENTED BY: Jamsheed Mehta, AICP, Executive Director, Transportation Services

RESOLUTION: 4534

5. AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR THE BEARDSLEY ROAD CONNECTOR PROJECT

PRESENTED BY: Jamsheed Mehta, AICP, Executive Director, Transportation Services

RESOLUTION: 4535

BIDS AND CONTRACTS

- 6. AWARD OF BID FOR OCOTILLO ROAD MANHOLE REHABILITATION PRESENTED BY: Craig Johnson, P.E., Executive Director, Water Services
- 7. SOFTWARE MAINTENANCE AGREEMENT FOR WATER SERVICES DEPARTMENT PRESENTED BY: Craig Johnson, P.E., Executive Director, Water Services
- 8. APPROVAL OF A PURCHASE OF AUTHENTICATION SECURITY SOFTWARE PRESENTED BY: Steve Conrad, Police Chief

ORDINANCES

9. INTER TECHNOLOGIES, INC. LEASE AGREEMENT

PRESENTED BY: Dave McAlindin, Assistant Economic Development Director

ORDINANCE: 2793

10. ARIZONA PUBLIC SERVICE COMPANY EASEMENT AT GLEN HARBOR BOULEVARD, SOUTH OF GLENDALE AVENUE

PRESENTED BY: Greg Rodzenko, P.E., Acting City Engineer

ORDINANCE: 2794

11. AUTHORIZATION TO REFUND/RESTRUCTURE MUNICIPAL PROPERTY CORPORATION EXCISE TAX REVENUE BONDS

PRESENTED BY: Diane Goke, Finance Director

ORDINANCE: 2795

12. AUTHORIZATION TO REFUND/RESTRUCTURE WATER AND SEWER REVENUE OBLIGATIONS

PRESENTED BY: Diane Goke, Finance Director

ORDINANCE: 2796

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

CITIZEN COMMENTS

If you wish to speak on a matter concerning Glendale city government that is not on the printed agenda, please fill out a Citizen Comments Card located in the back of the Council Chambers and give it to the City Clerk before the meeting starts. The City Council can only act on matters that are on the printed agenda, but may refer the matter to the City Manager for follow up. Once your name is called by the Mayor, proceed to the podium, state your name and address for the record and limit your comments to a period of five minutes or less.

COUNCIL COMMENTS AND SUGGESTIONS

ADJOURNMENT

Upon a public majority vote of a quorum of the City Council, the Council may hold an executive session, which will not be open to the public, regarding any item listed on the agenda but only for the following purposes:

- (i) discussion or consideration of personnel matters (A.R.S. §38-431.03 (A)(1));
- (ii) discussion or consideration of records exempt by law from public inspection (A.R.S. §38-431.03 (A)(2));
- (iii) discussion or consultation for legal advice with the city's attorneys (A.R.S. §38-431.03 (A)(3));
- (iv) discussion or consultation with the city's attorneys regarding the city's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid or resolve litigation (A.R.S. §38-431.03 (A)(4));
- (v) discussion or consultation with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. §38-431.03 (A)(5)); or
- (vi) discussing or consulting with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. §38-431.03 (A)(7)).

CALL TO ORDER – PLEDGE OF ALLEGIANCE

APPROVAL OF THE MINUTES OF DECEMBER 13, 2011 AND DECEMBER 20, 2011

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1. LIQUOR LICENSE NO. 5-3262, ARIZONA PIZZA COMPANY

Purpose: This is a request for City Council to approve a new, non-transferable series 12 (Restaurant) license for Arizona Pizza Company located at 8110 West Union Hills Drive, Suite 3-350. The Arizona Department of Liquor Licenses and Control application (No. 12078921) was submitted by Jennifer Anne Owens.

Background: The location of the establishment is 8110 West Union Hills Drive, Suite 3-350 in the Cholla District. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 15,526. Arizona Pizza Company is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
03	Domestic Micro - Brewery	1
06	Bar - All Liquor	1
09	Liquor Store - All Liquor	4
10	Liquor Store - Beer and Wine	1
12	Restaurant	10
	Total	

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

<u>Public Input:</u> No public protests were received during the 20-day posting period.

<u>Recommendation:</u> Based on information provided under the background, it is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

2. <u>FUND AUTHORIZATION FOR PARTS REQUIRED FOR REPAIRS AT CHOLLA</u> WATER TREATMENT PLANT

Purpose: This is a request for City Council to authorize the expenditure of funds to GEA Mechanical Equipment US, Inc., in the amount of \$71,745.87 for repairs at the Cholla Water Treatment Plant.

<u>Council Strategic Goals or Key Objectives Addressed:</u> This request supports Council's goal of one community with high-quality services for citizens by allowing the city to continue producing high-quality water in the plant's service area and to stay in continued compliance with state and federal regulations.

Background: The Cholla Water Treatment Plant produces high-quality drinking water through a complex production process. The facility uses two centrifuge units to treat water as part of the process. During scheduled maintenance, plant operators determined that one of the centrifuges had extensive damage to an internal mechanical component and required immediate repairs. Plant operators removed the centrifuge from service and implemented procedures in order to maintain water production at required levels until the repairs could be completed. The component was shipped to the vendor's New Jersey facility due to the complexity of the damage. A more complete inspection revealed greater damage than was originally accessed.

GEA Mechanical Equipment US, Inc. is the only authorized dealer of Westfalia parts in the nation. There are no substitutes or other parts that could be used for repairing the damaged equipment. Required documentation was submitted to the Materials Management department to request a sole source procurement, and after careful review, it was approved in accordance with City Code.

<u>Community Benefit:</u> Procurement of parts in this manner allows for the uninterrupted operation of the water treatment facility and allowed the city to meet the water demands in the distribution system while remaining in compliance with all applicable standards and requirements.

<u>Budget Impacts & Costs:</u> Funds are available in the FY 2011-12 operating budget of the Water Services Department.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
		X	X		\$71,745.87

Account Name, Fund, Account and Line Item Number:

Cholla Treatment Plant, Account No. 2400-17260-523400, \$71,745.87

Recommendation: Authorize the expenditure of funds to GEA Mechanical Equipment US, Inc., in the amount of \$71,745.87 for repairs at the Cholla Water Treatment Plant.

CONSENT RESOLUTIONS

3. <u>INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FLOOD</u> CONTROL DISTRICT

Purpose: This is a request for City Council to adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement (IGA) with the Maricopa County Flood Control District (MCFCD) to participate in the cost of the construction of drainage improvements at Beardsley Road and 55th Avenue.

<u>Council Strategic Goals or Key Objectives Addressed:</u> This request supports Council's goal of one community with high-quality services for citizens by providing for the construction of a drainage facility which will alleviate flooding in the surrounding neighborhoods.

Background: The residents in the neighborhood surrounding this site have experienced flooding issues during heavy rainfall. The city, in cooperation with the MCFCD, completed the Storm Water Master Plan in July 2011. The study identified drainage improvements for Beardsley Road and 55th Avenue and several other locations. In October 2011, the city was invited to submit proposals to MCFCD for cost sharing of the construction of local drainage improvement projects. The city submitted proposals for three different locations. MCFCD approved the proposed improvement at this location as providing the most drainage benefit for the least cost. The improvements will construct a valley gutter to drain the water from the east side of 55th Avenue west to the 55th Avenue channel.

This project was selected from three projects submitted to MCFCD's Small Projects Assistance Program. The three projects were: 55th Ave. & Beardsley Road Drainage Improvements; Murphy Park Amphitheater Drainage Connection; Inlet at 61st Avenue and Basin at Sahuaro Ranch Park. MCFCD selected this project through a prioritization process which looked at the degree of flooding (structures flooded, unsafe street flooding, nuisance street flooding, number of flooding events, supporting documentation of flooding, cost and percent share municipality was willing to fund, etc.). In the past, two structures have experienced flood damage at the Beardsley Road and 55th Avenue location.

MCFCD only allowed three candidate projects to be submitted. These projects were designated to be "small" projects. Projects with construction costs below \$500,000 are considered to be "small". The cost of \$60,000 was estimated by Kimley-Horn and Associates in the city's recent Stormwater Management Plan update. The estimates for the other two projects were \$300,000 for the Murphy Park project and \$10,000 for the Sahuaro Rand Park project (street flooding only).

<u>Community Benefit:</u> This project will construct facilities which will drain storm water away from adjoining homes to an existing drainage ditch. This will improve street drainage in the neighborhood surrounding this project during heavy rainfall.

Budget Impacts & Costs: Funds are available in the FY 2011-12 capital improvement plan. Per the IGA, MCFCD will remit a payment to the city in the amount equal to 75% of the cost of construction (\$45,000). The city's share of the construction costs will be no more than \$15,000. There are no operating costs associated with this project once it is complete.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
X	X		X		\$60,000

Account Name, Fund, Account and Line Item Number:

Local Drainage Problems, Account No. 2180-79004-550800, \$60,000

Recommendation: Waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement with the Maricopa County Flood Control District to participate in the cost of the construction of drainage improvements at Beardsley Road and 55th Avenue.

4. <u>INTERGOVERNMENTAL AGREEMENTS WITH ADOT FOR INFRASTRUCTURE</u> INSTALLATION ALONG LOOP 303

<u>Purpose:</u> This is a request for City Council to adopt a resolution authorizing the City Manager to enter into two intergovernmental agreements (IGAs) with the Arizona Department of Transportation (ADOT) for installation of infrastructure as part of the Loop 303 Freeway construction project in the amount of \$231,450.

<u>Council Strategic Goals or Key Objectives Addressed:</u> This request supports Council's goal of one community with high-quality services for citizens by improving and providing transportation options within the city.

Background: The Loop 303 Freeway construction project is scheduled to start in 2012 from Camelback Road to Peoria Avenue within the Glendale metropolitan planning area. To facilitate construction phasing ADOT has separated the project into two IGAs, one for the section of Loop 303 from Camelback Road to Glendale Avenue, and a second for the section from Glendale to Peoria Avenues.

The city has requested certain improvements as part of this freeway project, including:

- Conduit and pull boxes along the north side of Northern Avenue for the City's Intelligent Transportation System (ITS);
- Bridge design enhancements to the abutments, wing walls and barriers on Northern Avenue, Northern Parkway, Olive Avenue, Glendale Avenue, and Bethany Home Road on Loop 303; and
- Design and construction of a water line to supply irrigation water for ADOT landscaping along Loop 303.

As set out in these two IGAs, the city will pay ADOT the total sum of \$231,450 for the estimated costs of the city's requested infrastructure.

<u>Community Benefit:</u> The proposed infrastructure on Loop 303 will help reduce traffic congestion, provide irrigation for landscaping, and include bridge design features to enhance regional mobility in the West Valley and attract quality development along Loop 303.

Public Input: On May 6, 2010, ADOT staff presented the proposed widening of Loop 303 and concept drawings for proposed landscaping and bridge design to Citizen's Transportation Oversight Commission (CTOC) for their review and input.

On April 14, 2010 and on April 13, 2011, ADOT staff presented proposed improvements on Loop 303 during the annual GO Program meeting.

On March 5, 2010, ADOT staff provided an overview of future Loop 303 construction projects to the CTOC.

<u>Budget Impacts & Costs:</u> The cost for infrastructure installations along Loop 303 from Camelback Road to Glendale Avenue is \$12,743 for a portion of the bridge enhancements and for the water line installation. For the segment between Glendale to Peoria Avenues, the cost is \$218,707 for ITS, water line installation and bridge enhancements. Funds are available in the FY 2011-12 capital improvement plan. The operating costs associated with this project will be absorbed by the GO Transportation Program.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
	X		X		\$231,450

Account Name, Fund, Account and Line Item Number: Loop 303 Landscape and Design, Account No. 2210-65090-551200, \$231,450

Recommendation: Waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into two intergovernmental agreements with the Arizona Department of Transportation for the installation of infrastructure as part of the Loop 303 Freeway construction project in the amount of \$231,450.

5. <u>AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR THE BEARDSLEY ROAD CONNECTOR PROJECT</u>

Purpose: This is a request for City Council to adopt a resolution authorizing the City Manager to enter into amendment number two to the intergovernmental agreement (IGA) with the Arizona Department of Transportation (ADOT), the Maricopa Association of Governments (MAG), and the City of Peoria for construction of the Beardsley Road Connector project.

<u>Council Strategic Goals or Key Objectives Addressed:</u> This request supports Council's goal of one community with high-quality services for citizens by improving and providing transportation options within the city.

Background: The Beardsley Connector Project along Loop 101 was completed on May 7, 2011. There are no Glendale funds in this project, however, Glendale is a party to the original IGA and is required to approve all amendments. Glendale has no project responsibilities other than to grant Peoria a permit for routine maintenance and maintenance of traffic control devices within Glendale's jurisdiction along the Loop 101 frontage road from 75th Avenue to the Union Hills Drive Traffic Interchange.

An amendment of the approved IGA is required due to changes in maintenance responsibilities from ADOT to the City of Peoria regarding the frontage road between 75th Avenue and Union Hills Drive.

<u>Previous Council/Staff Actions:</u> On May 11, 2010, Council approved an amendment to the IGA with ADOT, MAG, and the City of Peoria for changes in funding sources and clarification of responsibilities among other parties in the IGA.

On September 23, 2008, Council approved the original IGA with ADOT, MAG, and City of Peoria for the design and construction of the Beardsley Road Connector Project and the widening of the Union Hills Drive Interchange.

<u>Community Benefit:</u> The Beardsley Road Connector Project provides access to Loop 101 from the northern portion of Peoria and the Northwest Valley. This project also improves traffic flow and relieves congestion at 83rd Avenue and Union Hills Drive, the Union Hills Interchange at Loop 101, and 75th Avenue at Loop 101 in Glendale.

Recommendation: Waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into amendment number two to the intergovernmental agreement with the Arizona Department of Transportation, Maricopa Association of Governments, and the City of Peoria for changes in maintenance responsibilities between ADOT and the City of Peoria for the Beardsley Road Connector Project.

BIDS AND CONTRACTS

6. AWARD OF BID FOR OCOTILLO ROAD MANHOLE REHABILITATION

Purpose: This is a request for City Council to award a bid and authorize the City Manager to enter into a construction agreement with Southwest Environmental Testing, Inc. in an amount not to exceed \$103,965 for the rehabilitation of nine sewer manholes in Ocotillo Road from 58th Avenue to 63rd Avenue.

<u>Council Strategic Goals or Key Objectives Addressed:</u> This project will support Council's goal of one community with high-quality services for citizens by maintaining the operational reliability of the city's wastewater collection system.

<u>Background:</u> The city has identified various sewer manholes in its wastewater collection system in need of rehabilitation. These improvements will ensure the continued operation of the collection system and decrease maintenance issues within the system.

An Invitation to Bid was issued for construction of the project and two bids were received. Southwest Environmental Testing, Inc. submitted the lowest responsive and qualified bid. Construction is scheduled to begin in late January and completion is anticipated by mid-February. During this construction period, the only anticipated impact to the neighborhood will be minor traffic restrictions.

<u>Community Benefit:</u> This project will benefit the community by maintaining the integrity of the sanitary sewer system and minimizing potential service interruptions.

<u>Budget Impacts & Costs:</u> Funding is available in the FY 2011-12 capital improvement plan. There are no operating costs associated with this project once it is completed.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
	X		X		\$103,965

Account Name, Fund, Account and Line Item Number:

Citywide Manhole Rehab, Account No. 2420-63024-550800, \$103,965

Recommendation: Award the bid and authorize the City Manager to enter into a construction agreement with Southwest Environmental Testing, Inc. in an amount not to exceed \$103,965 for the construction of the Ocotillo Road Manhole Rehabilitation project.

7. SOFTWARE MAINTENANCE AGREEMENT FOR WATER SERVICES DEPARTMENT

Purpose: This is a request for City Council to authorize the City Manager to enter into a software maintenance agreement with GE Fanuc Intelligent Platforms, Inc. in an amount not to exceed \$58,227.14 for the Supervisory Control and Data Acquisition (SCADA) systems at all of the city's water and wastewater treatment plants.

<u>Council Strategic Goals or Key Objectives Addressed:</u> This request supports Council's goal of one community with high-quality services for citizens by ensuring continued performance through SCADA for the water delivery and wastewater collection systems.

Background: The City of Glendale's SCADA system allows plant operators to monitor and control water and wastewater treatment plant processes efficiently and effectively. GE Fanuc Intelligent Platforms, Inc. is the author and copyright holder of this SCADA software and the sole provider of the software maintenance and support services. The Water Services Department has contracted for the software maintenance with GE Fanuc for over five years. The agreement term shall be for one year and is not to exceed \$58,227.14.

<u>Previous Council/Staff Actions:</u> On December 3, 2010, the City Manager renewed the software maintenance agreement with GE Fanuc Intelligent Platforms, Inc. in the amount of \$57,781.01 for the SCADA systems at all of the city's water and wastewater treatment plants.

On February 23, 2010, Council authorized the City Manager to enter into a software maintenance agreement with GE Fanuc Intelligent Platforms, Inc. in the amount of \$54,586.87 for the SCADA systems at all of the city's water and wastewater treatment plants.

<u>Community Benefit:</u> The SCADA system ensures system integrity and security to aid staff in the production and delivery of high-quality water services to residents and businesses in Glendale.

<u>Budget Impacts & Costs:</u> Funds are available in the FY 2011-12 operating budget of the Water Services Department.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
			X		\$58,227.14

Account Name, Fund, Account and Line Item Number:

Water Services Information Management, Account No. 2360-17120-526800, \$58,227.14

Recommendation: Authorize the City Manager to enter into a software maintenance agreement with GE Fanuc Intelligent Platforms, Inc. in an amount not to exceed \$58,227.14 for the Supervisory Control and Data Acquisition systems.

8. APPROVAL OF A PURCHASE OF AUTHENTICATION SECURITY SOFTWARE

Purpose: This is a request for City Council to approve a purchase from Insight Public Sector, Inc. in the amount of \$51,538.84 for two-factor authentication security software equipment.

<u>Council Strategic Goals or Key Objectives Addressed:</u> This request supports Council's goal of one community committed to public safety by allowing the Police Department to maintain access to state and nationwide criminal justice information systems.

Background: Two-factor authentication equipment is mandatory for the Police Department to maintain their access to the Arizona Criminal Justice Information System (ACJIS). Two-factor authentication equipment assists by ensuring that the person requesting access to the ACJIS system is an authorized user. In order to continue their use of ACJIS, the Police Department must purchase this equipment. The Insight Public Sector quote is based on pricing from the U.S. Communities Government Purchasing Alliance Cooperative Agreement joined by the City of Glendale with Council approval on March 28, 2006.

<u>Budget Impacts & Costs:</u> Funding is available in the FY 2011-12 RICO funds for the purchase of two-factor authentication security software equipment.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
			X		\$51,538.84

Account Name, Fund, Account and Line Item Number:

RICO, Account No. 1860-32030-551200, \$51,538.84

<u>Recommendation:</u> Approve a purchase from Insight Public Sector, Inc. in the amount of \$51,538.84 for two-factor authentication security software equipment.

ORDINANCES

9. INTER TECHNOLOGIES, INC. LEASE AGREEMENT

<u>Purpose:</u> This is a request for City Council to adopt an ordinance authorizing the City Manager to enter into a lease agreement with Inter Technologies, Inc. for the property located at 5754 West Glenn Drive, the former Bead Museum.

<u>Council Strategic Goals or Key Objectives Addressed:</u> This request supports Council's goal of one community with a vibrant city center by bringing a new paying tenant to the city-owned former Bead Museum building located in the Centerline District. The new tenant will attract visitors to the downtown, supporting local business, while further enhancing Centerline as a destination by bringing a new mix of live music and performance opportunities to downtown Glendale.

Background: At the May 17, 2011 City Council Workshop, staff provided a Centerline project update. During that presentation, Council directed city staff to actively seek a tenant for the former Bead Museum site that would help support and grow the arts in downtown Glendale.

Inter Technologies, Inc. is a national company providing audio/video technology services to both private and public entities, including the Department of the Navy, Air Force, as well as a host of universities throughout the country. They also recently completed work at Luke Air Force Base. Inter Technologies, Inc. has more than 50 employees nationwide, has been in business since 2000 and is ranked by Inc. Magazine as one of the fastest growing women-owned businesses in the country. Inter Technologies, Inc. is the parent company of Jivemind, an organization specifically focused on promoting and growing the music community in the valley by working to bring musicians and opportunities together. Inter Technologies, Inc. will be the party signing this lease and will also be operating a small office out of this location.

Jivemind was previously located at 800 North 1st Avenue near downtown Phoenix before they outgrew that space. Jivemind is now seeking a new, larger location where they will be better able to partner with the local community and provide an atmosphere where musicians of all ages can enhance their musical abilities and develop a passion and appreciation for all styles of music and culture. Further, Jivemind's mission for their Glendale headquarters is to create an environment that will provide existing musicians with a place to practice, obtain lessons and

record music. Jivemind will also work to bring music to underprivileged youth by providing both instruments and lessons for free or at a discounted rate.

Jivemind and its parent company, Inter Technologies, Inc. will enter into a one-year lease agreement with the city, with a five-year annual renewal option. Additionally, Jivemind will at its sole cost, pay for all tenant improvements planned for the city-owned building, estimated at no more than \$20,000. Jivemind will be installing soundproof training and practice rooms, along with a recording studio to enable them to service multiple musicians simultaneously. They will also be installing additional soundproofing in the showroom to allow for acoustically significant live music performances.

<u>Community Benefit:</u> As part of the lease agreement, Jivemind will also be providing 38 new downtown events each calendar year. These events will be music, art, and culturally oriented bringing new visitors to downtown Glendale and patrons to our local businesses. Jivemind will partner with youth groups and local schools to provide musical services that will directly benefit the community. Inter Technologies, Inc. will staff an office at this location bringing a new technology oriented business to Glendale.

Budget Impacts & Costs: This one-year lease agreement with a five-year annual renewal option will generate \$17,500 annually in lease revenue to the city. Lease revenue from this agreement will be deposited into the General Fund.

Recommendation: Waive reading beyond the title and adopt an ordinance authorizing the City Manager to enter into a lease agreement with Inter Technologies, Inc. for the term of one year; and further authorizing the City Manager to extend the lease, at his discretion, in accordance with its terms.

10. <u>ARIZONA PUBLIC SERVICE COMPANY EASEMENT AT GLEN HARBOR</u> BOULEVARD, SOUTH OF GLENDALE AVENUE

<u>Purpose:</u> This is a request for City Council to adopt an ordinance granting an easement in favor of Arizona Public Service Company (APS) for underground electrical lines along Glen Harbor Boulevard, south of Glendale Avenue.

<u>Council Strategic Goals or Key Objectives Addressed:</u> This request supports Council's goal of one community with quality economic development by enabling APS' continued service to Western Maricopa Education Center (WestMEC) while protecting its existing service line to the Glendale Municipal Airport.

<u>Background:</u> This easement will allow APS to operate and maintain a new electrical line providing service to the WestMEC campus, as well as existing electrical lines providing service to other buildings on the airport property, along Glen Harbor Boulevard.

Recommendation: Waive reading beyond the title and adopt an ordinance authorizing the City Manager to execute an easement in favor of Arizona Public Service Company for underground electrical lines along Glen Harbor Boulevard, south of Glendale Avenue.

11. <u>AUTHORIZATION TO REFUND/RESTRUCTURE MUNICIPAL PROPERTY</u> CORPORATION EXCISE TAX REVENUE BONDS

<u>Purpose:</u> This is a request for City Council to adopt an ordinance authorizing the refunding/restructuring of a portion of the maturities of the Municipal Property Corporation (MPC) 2003, 2004, and 2006 excise tax revenue bonds and authorizes the issuance of the bonds in an amount not to exceed \$70 million. This action will not materially increase the city's overall amount of MPC debt.

Council Strategic Goals or Key Objectives Addressed: This request is consistent with Council's goal of one community that is fiscally sound by allowing the city to take advantage of savings offered in the bond market which will lower debt service payments related to the specified MPC excise tax revenue bonds.

Background: The city can issue MPC bonds to fund large projects and amenities for the community. This type of debt is typically repaid with excise tax revenue which is also the main source of revenue for the city's General Fund. Due to the sluggish economy and the constraints it has created for the operating budget, staff has been exploring refinancing options for the city's MPC debt in an effort to reduce debt service payments made from the operating budget and result in overall savings in debt service payments.

Refunding/restructuring a portion of the 2003, 2004, and 2006 excise tax revenue bonds will result in an approximate \$5 million reduction in debt service payments made annually from the General Fund over the next three years and will have a net present value savings of approximately \$90,000 over the life of the bonds. This action will not materially increase the city's overall amount of MPC debt.

<u>Previous Council/Staff Actions:</u> At the January 3, 2012 Council Workshop, staff presented this item to Council and Council directed that this MPC refunding option be brought to an evening meeting.

<u>Community Benefit:</u> Refunding/restructuring the referenced MPC bonds will result in an annual savings to the General Fund in the amount of approximately \$5 million dollars over the first three years thus reducing the debt payments made from the city's operating budget.

Recommendation: Waive reading beyond the title and adopt an ordinance authorizing the refunding/restructuring of the MPC excise tax revenue bonds and authorize the issuance of the bonds in an amount not to exceed \$70,000,000.

12. <u>AUTHORIZATION TO REFUND/RESTRUCTURE WATER AND SEWER REVENUE</u> OBLIGATIONS

<u>Purpose:</u> This is a request for City Council to adopt an ordinance authorizing the refunding/restructuring of a portion of the maturities of the 2003 and 2006 Water and Sewer Revenue Obligations and authorizing the issuance of the obligations in an amount not to exceed

\$99 million. This action will not materially increase the city's overall amount of Water and Sewer debt.

<u>Council Strategic Goals or Key Objectives Addressed:</u> This request is consistent with Council's goal of one community that is fiscally sound by allowing the city to take advantage of savings offered in the bond market that will lower debt service payments related to the specified Water and Sewer Revenue debt.

<u>Background:</u> The city can issue Water and Sewer Revenue Obligations to fund essential infrastructure for the Water and Sewer system. This type of debt is typically repaid with user fees directly related to providing water and sewer services to system users. Due to the sluggish economy and the constraints it has created for the fund, staff has been exploring refinancing options for the city's Water and Sewer debt in an effort to reduce debt service payments made from the Water and Sewer budget and result in overall savings in debt service payments.

Refunding/restructuring a portion of the 2003 and 2006 Water and Sewer Revenue Obligations will result in an approximate \$2.5 million reduction in debt service payments made annually from the Water and Sewer Fund over the next three years and will result in no rate increases in the next fiscal year. This action will not materially increase the city's overall amount of Water and Sewer debt.

As part of this transaction, the city will repay the Water Infrastructure Financing Authority (WIFA) loans.

Previous Council/Staff Actions: At the January 3, 2012 Council Workshop, staff presented this item to Council and Council directed that this Water and Sewer refunding/restructuring option be brought to an evening meeting.

<u>Community Benefit:</u> Refunding/restructuring the referenced Water and Sewer Revenue Obligations will result in an annual savings to the Water and Sewer fund of approximately \$2.5 million dollars per fiscal year over the first three years thus resulting in no rate increase for the next fiscal year.

Recommendation: Waive reading beyond the title and adopt an ordinance authorizing the refunding/restructuring of the Water and Sewer Revenue Obligations and authorize the issuance of the obligations in an amount not to exceed \$99,000,000.

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

CITIZEN COMMENTS

If you wish to speak on a matter concerning Glendale city government that is not on the printed agenda, please fill out a Citizen Comments Card located in the back of the Council Chambers and give it to the City Clerk before the meeting starts. The City Council can only act on matters that are on the printed agenda, but may refer the matter to the City Manager for follow up. Once your name is called by the Mayor,

proceed to the podium, state your name and address for the record and limit your comments to a period of five minutes or less.

COUNCIL COMMENTS AND SUGGESTIONS

ADJOURNMENT

Upon a public majority vote of a quorum of the City Council, the Council may hold an executive session, which will not be open to the public, regarding any item listed on the agenda but only for the following purposes:

- (i) discussion or consideration of personnel matters (A.R.S. §38-431.03 (A)(1));
- (ii) discussion or consideration of records exempt by law from public inspection (A.R.S. §38-431.03 (A)(2)):
- (iii) discussion or consultation for legal advice with the city's attorneys (A.R.S. §38-431.03 (A)(3));
- (iv) discussion or consultation with the city's attorneys regarding the city's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid or resolve litigation (A.R.S. §38-431.03 (A)(4));
- (v) discussion or consultation with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. §38-431.03 (A)(5)); or
- (vi) discussing or consulting with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. §38-431.03 (A)(7)).



GLENDALE CITY COUNCIL MEETING Council Chambers 5850 West Glendale Avenue December 13, 2011 7:00 p.m.

The meeting was called to order by Mayor Elaine M. Scruggs, with Vice Mayor Steven E. Frate and the following Councilmembers present: Joyce V. Clark, Yvonne J. Knaack, H. Philip Lieberman and Manuel D. Martinez.

Councilmember Norma S. Alvarez was absent.

Also present were Ed Beasley, City Manager; Horatio Skeete, Assistant City Manager; Craig Tindall, City Attorney; and Pamela Hanna, City Clerk.

COMPLIANCE WITH ARTICLE VII, SECTION 6(c) OF THE GLENDALE CHARTER

A statement was filed by the City Clerk that the 3 resolutions and 3 ordinances to be considered at the meeting were available for public examination and the title posted at City Hall more than 72 hours in advance of the meeting.

APPROVAL OF THE MINUTES OF THE NOVEMBER 22, 2011 CITY COUNCIL MEETING

It was moved by Martinez, and seconded by Knaack, to dispense with the reading of the minutes of the November 22, 2011 Regular City Council meeting, as each member of the Council had been provided copies in advance, and approve them as written. The motion carried unanimously.

BOARDS, COMMISSIONS AND OTHER BODIES

This is a request for City Council to approve the recommended appointments to the following boards, commissions and other bodies that have a vacancy or expired term and for the Mayor to administer the Oath of Office to those appointees in attendance.

Glendale Municipal Property Corporation

Ron Cantrell	Yucca	Reappointment	12/13/2011	12/01/2012
Art Dobbelaere	Cholla	Reappointment	12/13/2011	12/01/2012
Donald Knafels	Cactus	Reappointment	12/13/2011	12/01/2012

Leland Peterson	Cactus	Reappointment	12/13/2011	12/01/2012
Roger Schwierjohn	Barrel	Reappointment	12/13/2011	12/01/2012
Judicial Selection Advisory Board				
Jerry Berntsen – Chair	Barrel	Reappointment	12/13/2011	11/29/2012
Terrance Mead – Vice Chair	Sahuaro	Reappointment	12/13/2011	11/29/2012
Personnel Board				
Al Lenox – Chair	Barrel	Reappointment	12/22/2011	12/22/2012
Ferne Ridley – Vice Chair	Cholla	Reappointment	12/22/2011	12/22/2012
Planning Commission				
Gary Sherwood – Vice Chair	Sahuaro	Appointment	12/13/2011	03/25/2012

The recommendation is to make appointments to the boards, commissions and other bodies and administer the Oaths of Office.

It was moved by Clark, and seconded by Frate, to appoint Ron Cantrell, Art Dobbelaere, Donald Knafels, Leland Peterson and Roger Schwierjohn to the Glendale Municipal Property Corporation; Jerry Berntsen and Terrance Mead to the Judicial Selection Advisory Board; Al Lenox and Ferne Ridley to the Personnel Board; and Gary Sherwood to the Planning Commission, for the terms listed above. The motion carried unanimously.

Mayor Scruggs called those in attendance forward and issued the Oath of Office.

PROCLAMATIONS AND AWARDS

PACIFIC SOUTHWEST DISTRICT 2011 GARDEN OF THE YEAR AWARD

This is a request for City Council to accept the Pacific Southwest District 2011 Garden of the Year Award. Bill Sheperd, President of the Rose Society of Glendale, will present the award to the City of Glendale and the Glendale Historical Society.

The American Rose Society is the parent organization to the Rose Society of Glendale. Arizona is in the Pacific Southwest District of the American Rose Society along with New Mexico, southern California, southern Nevada and Texas. Each year the American Rose Society, Pacific Southwest District, presents three awards to outstanding public gardens. The awards are categorized by: Small Garden, a garden with less than 100 rose bushes; Medium Garden, 101 to 500 rose bushes; and Large Garden, 501 or more rose bushes.

This year's small garden award went to a church in Las Cruces, New Mexico. The large garden award was presented to a rose garden at the Wrigley Mansion in Pasadena, California (home to all the "Tournament of Roses" festivities). The medium garden award went to Glendale's very own rose garden at Sahuaro Ranch Park.

The award was presented to Bill Sheperd, President of the Rose Society of Glendale, at the American Rose Society Annual Rose Show & Convention in Studio City, California, in October 2011.

The recommendation is to accept the Pacific Southwest District 2011 Garden of the Year Award.

Mayor Scruggs called Mr. Sheperd forward and members of the Glendale Historical Society and the Rose Society of Glendale who were in attendance. Mr. Sheperd explained the history of the Rose Society of Glendale and said they had been established in 1987. He stated this was the third year they had been involved with the Rose Garden at Sahuaro Ranch. He commended the staff at the park for their dedication to the park and in working closely with the society as well as being very accommodating. He read the submission letter that was presented by one of the members to the awards committee. He presented the award to the Mayor and Council and thanked them for their support.

AMATEUR SOFTBALL ASSOCIATION OF AMERICA AWARD OF EXCELLENCE

This is a request for City Council to accept the James Farrell Award of Excellence from the Amateur Softball Association of America (ASA) for excellence in the management and coordination associated with hosting the "Men's E National Tournament" held September 2 through September 4, 2011. Don Fischel, Arizona Chairman of the Amateur Softball Association of America, will present the award to the City of Glendale.

The ASA is the National Governing Body of Softball in the United States and recognized members and tournament hosts during the 80th Annual Governing Council Meeting held on November 7, 2011 in Myrtle Beach, South Carolina. Awards were given for excellence in conducting ASA National Championship Tournaments in 2011.

The City of Glendale was awarded the James Farrell Award of Excellence for all of the work associated with hosting the Men's E National Tournament this past Labor Day weekend at the newly renovated Sahuaro Ranch Park Sports Complex. To attain the James Farrell Award of Excellence, named in honor of former St. Louis ASA commissioner and national office staff member James Farrell, cities must do an outstanding job of hosting ASA National Championship Tournaments. The host city must receive an overall rating of at least 95 percent. The City of Glendale received a perfect score of 100 percent.

The recommendation is to accept the James Farrell Award of Excellence from the Amateur Softball Association of America for hosting the national "Men's E National Tournament."

Mayor Scruggs called Don Fischel and Chris Gallagher, Recreation Manager, forward to present the award. Mr. Fischel stated how excited he was for the city to receive this award. He said the city of Glendale had received a perfect score of 100 percent, and to his knowledge, this was the first time anyone has received that score. He recognized Mr. Gallagher and his staff for an outstanding job done on the fields. He thanked city staff for the great job they did hosting the event and hopes Glendale can host many more ASA events. Mayor Scruggs presented the award.

CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion.

Mr. Ed Beasley, City Manager, read agenda item numbers 1 through 8 and Ms. Pamela Hanna, City Clerk, read consent agenda resolution item numbers 9 through 11 by number and title.

Councilmember Clark requested that item number 6 be heard separately.

1. SPECIAL EVENT LIQUOR LICENSE, FIESTA EVENTS, INC.

This is a request for City Council to approve a special event liquor license for the Fiesta Events, Inc. The event will be held on and adjacent to the great lawn located at 1 Cardinals Drive on Monday, January 2, 2012, from 10 a.m. to midnight. The purpose of this special event liquor license is for the Fiesta Bowl.

If this application is approved, the total number of days expended by this applicant will be one of the allowed 10 days per calendar year. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

Based on the information provided under the background, it is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

2. SPECIAL EVENT LIQUOR LICENSE, GLENDALE ARTS COUNCIL

This is a request for City Council to approve a special event liquor license for the Glendale Arts Council. The event will be held at Sahuaro Ranch Park located at 9802 North 59th Avenue on Friday, January 20, 2012, from 7 p.m. to 9 p.m. The purpose of this special event liquor license is for a fundraiser.

If this application is approved, the total number of days expended by this applicant will be one of the allowed 10 days per calendar year. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

Based on the information provided under the background, it is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

3. SPECIAL EVENT LIQUOR LICENSE, ST. RAPHAEL CATHOLIC CHURCH

This is a request for City Council to approve a special event liquor license for the St. Raphael Catholic Church. The event will be held at St. Raphael Catholic Church located at 5525 West Acoma Road on Saturday, February 18, 2012, from 6 p.m. to midnight. The purpose of this special event liquor license is for a fundraiser.

If this application is approved, the total number of days expended by this applicant will be one of the allowed 10 days per calendar year. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

Based on the information provided under the background, it is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

4. LIQUOR LICENSE NO. 5-3116, CHIPOTLE MEXICAN GRILL #1768

This is a request for City Council to approve a new, non-transferable series 12 (Restaurant) license for Chipotle Mexican Grill located at 20004 North 67th Avenue, Suite 500. The Arizona Department of Liquor Licenses and Control application (No. 12078915) was submitted by H.J. Lewkowitz.

The location of the establishment is 20004 North 67th Avenue, Suite 500 in the Cholla District. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 18,882. This series 12 is a new license, therefore, the approval of this license will increase the number of liquor licenses in the area by one. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
07	Bar - Beer and Wine	3
09	Liquor Store - All Liquor	5
10	Liquor Store - Beer and Wine	2
12	Restaurant	14
14	Private Club	1
	Total	25

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

No public protests were received during the 20-day posting period.

Based on information provided under the background, it is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

5. LIQUOR LICENSE NO. 1-51312, SUPER TACOS LOS CUAIS

This is a request for City Council to approve a new, non-transferable series 12 (Restaurant) license for Super Tacos Los Cuais located at 6522 West Glendale Avenue, Suite 14. The Arizona Department of Liquor Licenses and Control application (No. 12078907) was submitted by Jose Antonio Gonzalez.

The location of the establishment is 6522 West Glendale Avenue, Suite 14 in the Ocotillo District. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 22,665. This series 12 is a new license, therefore, the approval of this license will increase the number of liquor licenses in the area by one. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
06	Bar - All Liquor	1
07	Bar - Beer and Wine	1
09	Liquor Store - All Liquor	3
10	Liquor Store - Beer and Wine	9
12	Restaurant	10
14	Private Club	4
	Total	28

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

No public protests were received during the 20-day posting period.

Based on information provided under the background, it is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

7. PROFESSIONAL SERVICES AGREEMENT AMENDMENT: SAHUARO RANCH PARK SPORTS COMPLEX

This is a request for City Council to authorize the City Manager to enter into Amendment No. 1 to the Agreement for Professional Services with Ritoch-Powell & Associates Consulting Engineers, Inc. in the amount of \$43,433.02 for Sahuaro Ranch Park Sports Complex improvements.

This project addresses Council's goal of one community with high-quality services for citizens by completing a comprehensive assessment and site improvements to one of the community's most highly-used older parks and sports complexes.

Sahuaro Ranch Park Sports Complex is an 80-acre park that features historic elements and active recreation amenities (soccer, softball, picnic and playground) that have been developed over the past 25 years. Due to its high use, the popularity of its amenities and the age of the park, it was necessary to conduct a comprehensive assessment of the park in 2009. The assessment focused on the overall park conditions such as landscape, lighting, infrastructure, irrigation, electrical, concrete, water and sewer, drainage, and accessibility. One of the items identified was the need to renovate the outdated sports and ball field complex.

As a result, Ritoch-Powell & Associates Consulting Engineers, Inc. was awarded a contract to provide design services and related construction administration for improvements that resulted in the renovation of the sports and ball field complex that included lighting, turf replacement, irrigation, drainage, spectator shade, Americans with Disabilities Act (ADA) accessibility and pedestrian connectivity to the entire park. During the course of construction, it was necessary to modify the scope of work and design elements such as retaining wall design; revised sports soil mix; revised light pole foundation design; revised water plans and water meter assignment; and revisions to the north grass areas for irrigation and landscaping. Although these modifications will result in long-term, on-going operational savings to the city, they did extend the project by seven additional weeks of construction administration, survey staking and construction oversight.

In June 2010, Council authorized an award of a construction contract to D.L. Withers Construction for the renovation of the Sahuaro Ranch Park Sports Complex.

On January 27, 2009, Council approved a professional services contract with Ritoch-Powell & Associates Consulting Engineers, Inc. to conduct an assessment, provide design services, and related construction administration for the needed improvements, repairs and renovations at the Sahuaro Ranch Park Sports Complex.

In 2008, repairs were made to the Foreman's House and Pump House and masonry repairs on historic structures; including ADA related upgrades to the Fruit Packing Shed; the group picnic pavilion renovation; and the parking lot received new underground conduit, wiring and light pole bases.

Sahuaro Ranch Park Sports Complex is one of the city's most popular and heavily used parks. Various portions of the park, such as the picnic areas and sports fields, generate income and the sports complex improvements attract a wide range of local, regional, and national athletic events. The continued renovation of this regional park will benefit residents and visitors.

Funds are available in the FY 2011-12 capital improvement plan. There are no new operating costs associated with this project.

Grants Capital Expense One-Time Cost Budgeted Unbudgeted	Total
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X	X	\$43,433.02
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Account Name, Fund, Account and Line Item Number:

Sahuaro Ranch Park Improvements, Account No. 2060-70520-551200, \$43,433.02

The recommendation is to Authorize the City Manager to enter into Amendment No. 1 for Professional Services in the amount of \$43,433.02 for Sahuaro Ranch Park Sports Complex improvements.

8. MEMORANDUM OF UNDERSTANDING WITH SPECIAL OLYMPICS OF ARIZONA

This is a request for City Council to authorize the City Manager to enter into a memorandum of understanding (MOU) with Special Olympics of Arizona (SOAZ) for the use of Glendale's municipal sports facilities.

This MOU furthers Council's goal of one community with high-quality services for citizens by strengthening community relationships through partnerships, sharing public amenities, improving health and lifestyles of residents while upgrading the quality and diversity of programs for residents with special needs.

Council requested that staff explore the possibility of entering into a partnership with SOAZ for the purpose of providing additional recreational opportunities for Glendale residents facing intellectual and physical disabilities.

The mission of SOAZ is to provide annual sports training and athletic competition in a variety of Olympic-type sports for children and adults with physical/intellectual disabilities, giving them continuing opportunities to develop physical fitness, demonstrate courage, experience joy and participate in a sharing of gifts, skills and friendship with their families, other SOAZ athletes and the community. This is consistent with the current Parks and Recreation Master Plan and the operational philosophy of the Parks, Recreation and Library Services Department.

As a result, an MOU has been drafted between SOAZ and the city. As part of the MOU, the city will provide reserved practice times at local parks and sports and aquatic facilities to assist in the delivery of special need recreational activities. The MOU also provides SOAZ assistance in the promotion, planning and coordination of city parks and recreation venues for adaptive activities such as soccer, flag football, basketball, swimming, tennis, bocce and other games offered through the organization.

In addition, both organizations will allow reciprocal use of their recreation program promotions. Glendale will provide routine maintenance and service to the sports and aquatic venues including facility lighting. Subject to approval, this MOU shall remain in effect for a period of five years.

On September 6, 2011, Special Olympics Arizona was discussed as a Council Item of Special Interest.

Glendale and SOAZ will work together toward the development and implementation of strategies and programs that address issues of common interest and concern within each organization's respective mission, exchange ideas, and share best practices in the delivery of high-quality, cost-effective local sports venues for organized teams associated with SOAZ.

The issue of special needs and adaptive recreational programming was brought forward during a series of public meetings recently conducted as staff and planning consultants were gathering information for the Parks and Recreation Master Plan Update. A key element mentioned throughout the public participation process was the request to initiate partnership programs to engage alternative providers for diverse recreational programming in the community.

The recommendation is to authorize the City Manager to enter into a memorandum of understanding with Special Olympics of Arizona for the use of Glendale's municipal sports facilities.

CONSENT RESOLUTIONS

9. <u>MEMORANDUM OF UNDERSTANDING WITH UNITED STATES POSTAL INSPECTION SERVICE</u>

This is a request for the City Council to adopt a resolution authorizing the City Manager to enter into a memorandum of understanding (MOU) with the United States Postal Inspection Service (USPIS) for participation in the "Triple I" (Intelligence, Investigation, Interdiction) Parcel Task Force.

This MOU supports Council's goal of one community committed to public safety by allowing the Police Department to work collaboratively with the USPIS to assure Glendale is a safe community.

Federal task force agents and detectives partner with the Police Department's narcotics and street crimes detectives in medium and large-scale drug suppression operations. Narcotics officers, along with their drug dogs, will work on an overtime basis to assist with drug interdiction efforts connected to the United States Postal Inspection Service. Participation in the task force helps the Police Department fight the transportation, sale and use of dangerous drugs and narcotics. The USPIS will pay overtime up to \$15,000, annually, per officer, as the result of task force activities. Seven other valley agencies also participate in this task force: Chandler, Mesa, Peoria, Phoenix, Scottsdale, Tempe, and Maricopa County.

Participation in the Task Force benefits the Police Department and the community by enhancing the sharing of information, which leads to periodic medium and large-scale operations to suppress drug transportation and sales and promotes close cooperation between the USPIS and the Police Department. Removing drug traffickers and the effects of their operations from our neighborhoods is an ongoing priority for law enforcement.

The recommendation is to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into a memorandum of understanding with the United States Postal Inspection Service for participation in the "Triple I" Parcel Task Force.

RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A MEMORANDUM OF UNDERSTANDING WITH THE UNITED STATES POSTAL INSPECTION SERVICE FOR PARTICIPATION IN THE TRIPLE I PARCEL TASK FORCE BY THE GLENDALE POLICE DEPARTMENT.

10. INTERNET CRIMES AGAINST CHILDREN GRANT ACCEPTANCE

This is a request for City Council to adopt a resolution authorizing the City Manager to accept the FY 2011-12 Internet Crimes Against Children (ICAC) sub-grant, funded by the United States Department of Justice through the Phoenix Police Department, in the approximate amount of \$4,744.

This sub-grant award supports Council's goals of one community committed to public safety and one community with high-quality services for citizens by enhancing the ability of police to investigate and successfully prosecute offenders of internet crimes against children.

The ICAC Task Force is managed by the Phoenix Police Department, which is the primary ICAC grantee. Glendale Police Department assigned a detective to the ICAC Task Force in 2007. This detective conducts forensic analysis of technology used by offenders. This sub-grant will fund the purchase of electronic storage tapes for evidence retention and computer forensic software. Frequently, the perpetrators of crimes involving technology have advanced computer systems and software and it is imperative that law enforcement have equivalent or better equipment.

On November 9, 2010, Council approved the acceptance of the FY 2010-11 Internet Crimes Against Children sub-grant in the amount of \$5,000.

The equipment will enhance the detective's ability to identify, obtain and admit evidence into court to support adjudication of offenders who have victimized citizens.

The grant award totals \$4,744. There is no financial match required for this funding. There will be no on-going costs associated with the purchases.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
X					\$4,744

Account Name, Fund, Account and Line Item Number:

A specific account will be established in Fund 1840, the city's grant fund, once the grant agreement is awarded.

The recommendation is to waive reading beyond the title and adopt a resolution authorizing the City Manager to accept the FY 2011-12 Internet Crimes Against Children sub-grant, funded by the United States Department of Justice through the Phoenix Police Department, in the approximate amount of \$4,744.

RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ACCEPTING THE FY2011-12 INTERNET CRIMES AGAINST CHILDREN SUB-GRANT FUNDED BY THE U.S. DEPARTMENT OF JUSTICE ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

11. COX COMMUNICATIONS LICENSE TRANSFER

This is a request for City Council to adopt a resolution consenting to the assignment of the Cable Television Renewal License Agreement from CoxCom, LLC. to Cox Communications Arizona, LLC. This license transfer reflects CoxCom, LLC's desire to assign all its Arizona cable system assets, including its interest in Cable Television Renewal License, to its Arizona subsidiary as part of its corporate restructuring.

The License Agreement is consistent with Council's goal of one community that is fiscally sound by ensuring Glendale's franchise agreement accurately reflects the correct license holder under the License Agreement.

On January 7, 1999, Glendale and CoxCom, Inc. entered into the License Agreement. The License Agreement authorized CoxCom, Inc. to construct and operate a cable television system in the city. In June 2011, CoxCom, Inc. converted to CoxCom, LLC. As result of the conversion, CoxCom, LLC became the current license holder. In August 2011, CoxCom, LLC formed Cox Communications Arizona, LLC, a Delaware limited Liability Company as a whollyowned subsidiary of CoxCom, LLC ("Arizona LLC"). Shortly thereafter, CoxCom, LLC and Arizona LLC entered into an Assignment and Assumption of Licenses and a Bill of Sale and Assignment of Assets, under which Arizona LLC will acquire all CoxCom, LLC's assets in the state of Arizona, including the License Agreement.

On August 30, 2011, CoxCom, LLC formally sought Glendale's consent to assign its rights and obligations under the License Agreement to Arizona LLC. Under 47 U.S.C. § 537 and Glendale City Code Sec. 10-26, Glendale has until December 28, 2011 to act upon the CoxCom, LLC's request.

After reviewing the information submitted by CoxCom, LLC and examining the city's own information regarding CoxCom, Inc. and CoxCom, LLC, staff determined the assignment meets all the requirements set forth in the License Agreement and is in compliance with applicable city code sections. The cities of Chandler, Litchfield Park and Phoenix, and the towns of Gilbert, Wickenburg, and Youngtown have already consented to assign to Arizona LLC their respective cable television license agreements with CoxCom, LLC.

The current franchise agreement with CoxCom, Inc. was executed and became effective on January 7, 1999. It expires on December 31, 2013.

The recommendation is to waive reading beyond the title and adopt a resolution consenting to the assignment of the Cable Television Renewal License Agreement from CoxCom, Inc. to Cox Communications Arizona, LLC.

RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, CONSENTING TO ASSIGNMENT OF CABLE TELEVISION RENEWAL LICENSE AGREEMENT FROM COXCOM, INC. TO COX COMMUNICATIONS ARIZONA, LLC.

It was moved by Frate and seconded by Lieberman, to approve the recommended actions on Consent Agenda Item Nos. 1 through 5, and 7 through 11, including the approval and adoption of Resolution No. 4530 New Series, Resolution No. 4531 New Series, and Resolution No. 4532 New Series; and to forward Special Event Liquor License Application for Fiesta Events, Inc., Glendale Arts Council, St. Raphael Catholic Church, and Liquor License Application No. 5-3116 for Chipotle Mexican Grill #1768 and 1-51312 for Super Tacos Los Cuais to the State of Arizona Department of Liquor Licenses and Control, with the recommendation for approval. The motion carried unanimously.

6. PURCHASE OF MEDIREDI REFRIGERATED CABINETS

Chris DeChant, Assistant Fire Chief, presented this item.

This is a request for City Council to approve the purchase of 15 MediRedi refrigerated drug cabinets from Budd Medical and Fire Equipment, L.L.C. in an amount not to exceed \$99,536.

The purchase of the refrigerated drug cabinets will support Council's goal of one community committed to public safety for citizens and visitors.

The City of Glendale MMRS program originated in 2002, funded through the Department of Homeland Security, and is managed by the Federal Emergency Management Agency. The MMRS Program is the only federal medical preparedness program that enhances a local government's mass casualty event response, utilizing immediately available resources for the critical initial hours until federal resources can arrive.

As part of Glendale's commitment to the MMRS, the city is tasked with stocking pharmaceutical supplies to be available for use in an initial response. These supplies, when not refrigerated, have a reduced shelf life. To sustain their effectiveness and shelf life, proper temperature-controlled storage cabinets are required. The Fire Department currently has four apparatus equipped with refrigerated drug cabinets. This purchase will complete 15 active apparatus.

Budd Medical and Fire Equipment, L.L.C. is the sole source provider of MediRedi refrigerated drug cabinets that provide controlled temperatures, secure locking key pad entry, and custom dimensions to fit emergency vehicles. The Glendale Fire Department has submitted all necessary documentation to request sole source procurement and, after careful review, the Materials Manager concurs that sole source procurement is appropriate under City Code.

On November 9, 2010, Council approved Resolution No. 4440, New Series, to accept a grant from the Department of Homeland Security for the MMRS Program in the amount of \$307,896.

The community will benefit from the cost savings of the longer shelf-life of pharmaceutical supplies carried in these refrigerated units.

Funds are available in the FY 2010 MMRS Grant. The unit price is approximately \$6,636, which includes an 18-month manufacturer's warranty, and is the same amount paid for the four initial units already in service. There are no ongoing costs associated with this purchase.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
X					\$99,536

Account Name, Fund, Account and Line Item Number: 2010 MMRS, Account No. 1840-34069-551400, \$99,536

The recommendation is to approve the purchase of 15 MediRedi refrigerated drug cabinets from Budd Medical and Fire Equipment, L.L.C. in an amount not to exceed \$99,536.

Councilmember Clark wondered if this was the first time the city had bought refrigerated cabinets and if so, what did the city do before the cabinets. Chris DeChant, Assistant Fire Chief, noted she was correct; this was the first time they bought these cabinets. He explained they had been monitoring the temperature of the medicine for some time. A study was recently done that validated the concerns that were already being raised about the temperatures at which the drugs were being stored. The study findings require them to move forward with the purchase of refrigeration units for the trucks. Councilmember Clark inquired as to the temperature at which anyone should be concerned regarding their medications. Assistance Chief Fire DeChant stated the temperature range was between 60 to 80 degrees and will vary by medication. Councilmember Clark asked if they ever had a problem with the drugs in the field because of this. Assistant Fire Chief DeChant replied no.

It was moved by Clark, and seconded by Lieberman, to approve the purchase of 15 MediRedi refrigerated drug cabinets from Budd Medical and Fire Equipment, L.L.C., in an amount not to exceed \$99,536. The motion carried unanimously.

ORDINANCES

12. LEASE AGREEMENT WITH HOPE FOR HUNGER CORPORATION

Jim Colson, Deputy City Manager, presented this item.

This is a request for City Council to adopt an ordinance authorizing the City Manager to enter into a lease agreement with Hope for Hunger Corporation, for the city-owned facility located at 5605 North 55th Avenue, for the purpose of warehousing and distributing food. The lease agreement is for an initial three-year period with one two-year renewal option.

This item addresses Council's goal of one community with strong neighborhoods. If authorized, this lease agreement will allow Hope for Hunger to begin distribution of dry food goods to economically disadvantaged residents from the community who are in need of assistance.

This location has been utilized as a warehouse and food distribution since 1990, known as the Westside Food Bank/St. Mary's Food Bank. Since the closing of the facility in June 2010, the city has published request for proposals (RFPs) for food distribution services for all qualified bidders. Hope for Hunger Corporation, an Arizona non-profit 501(c) (3), will provide continuing services for Glendale with a three-year lease agreement with the option to renew with one two-year renewal option.

In early 2010, the city was informed that St. Mary's intended to cease operations at the food bank location. St. Mary's initially tried to find a replacement entity to operate the food bank but was unsuccessful. In September 2010, the city initiated an RFP process to identify a suitable entity to lease the facility and distribute food. One entity responded, but the review committee determined the bid not to be qualified. In September 0f 2011, the city initiated a second RFP process consistent with all city legal and procurement requirements. One entity, Hope for Hunger Corporation, submitted a bid and was selected by the review committee.

Hope for Hunger will operate under a contractual affiliation with St. Mary's Food Bank. St. Mary's will conduct an initial inspection to ensure qualifications, operational soundness and compliance with program requirements. St. Mary's indicates that they will work closely with Hope for Hunger to ensure success at this location. Hope for Hunger will initially deliver food two days per week with a maximum delivery of 100 boxes per day. They will increase capacity as they develop new resources and capacity. They anticipate working with other agencies to increase capacity and services.

As a side note, staff has discussed the potential reopening of this facility with other service providers in the area including the Salvation Army, St. Vincent De Paul, and faith-based operations. All are very busy and distributing food to families in Glendale and the surrounding region. All are very supportive of the proposed location and recognize the continuing need for service.

The Hope for Hunger Corporation lease payments will be deposited into the General Fund in accordance with the terms set forth in the lease agreement.

The recommendation is to waive reading beyond the title and adopt an ordinance authorizing the City Manager to enter into the lease agreement with Hope for Hunger Corporation; and further authorizing the City Manager to extend the lease, at his discretion, in accordance with its terms.

Councilmember Lieberman stated this was a wonderful thing the city was doing and was very proud of the staff. He noted the rent to the city was only \$1.00 during the term of this lease for the premises. He restated how proud and delighted he was with that fact.

Councilmember Clark asked if the facility will be delivering the food or do the people come to the bank to receive it. Jim Colson, Deputy City Manager, stated they will be operating out of this facility and people will come to that food bank for the distribution. Councilmember Clark asked if the public could also drop off food at this location. Mr. Colson replied he was not sure but will get back to her on that issue.

Mayor Scruggs said Mr. Colson, continuing with questions that she'd asked him earlier, the most important part of all of this is that there is a severe need in our community for people to be able to get boxes of food. And when Saint Mary's Food Bank vacated the premises in Glendale, it became more inconvenient for people – they have to drive to – she thinks its 35th Avenue or nearby. So it's very important that the city meet this critical need in the community. The premise of all her questions was to assure that this need will be met. The bidder selected was incorporated on May 17th of this year, so therefore she assumed that they have not been in the business of providing food boxes to the needy previously. Was she correct?

Mr. Colson stated she was correct. He noted that their RFP response outlined their operational plan and critical to their operational plan was their support and the affiliate relationship that they would have with Saint Mary's Food Bank. Accordingly, while they are an independent entity that will be operating out of this facility, they are contractually obligated under Saint Mary's rules and regulations. He added the success of this location was very important to Saint Mary's; therefore, they will be providing support and start-up assistance.

Mayor Scruggs said and that's why she was very disappointed – she asked if we had anything in writing from Saint Mary's Food Bank affirming any of these arrangements and she was told no. So that is very disappointing because it was stressed in the memo received by Council, it was stressed in the presentation, it was stress over and over that there are these agreements, but yet when she asked if there is anything in writing, she was told no.

Mr. Colson stated he understood the Mayor's concerns and that issue could be addressed by obtaining a letter from Saint Mary's to substantiate the agreements and confirming the discussions.

Mayor Scruggs said she was going to turn now to the lease agreement itself, and she wasn't sure who to ask Mr. Colson or Mr. Tindall. The agreement says that this facility will be used for the operation of a food distribution center and a referral office for social service activities to low and moderate income persons residing in the city. Who is it that's going to be there doing these kinds of referral services? Because in looking at the filing with the corporation commission, there is one person who filed this as being this corporation. Is it volunteers or who is it that's going to be doing this? She would like to also point out that - although it says that the city recognizes the importance of the use of the premises for the distribution of food – when you get to the actual services to be rendered – it does not say the distribution of food, but rather talks

about the social services of referring people on to other services that they need. So, well here it says – unpaid staff, so I guess that answers that question. But it refers to what the, the lessee will insure that the premise is adequately staffed to provide onsite referral services to any first time clients who come to the premises without a referral. Under the services to be rendered it doesn't talk about food box distributions, so how is that addressed in this lease?

Mr. Colson stated that it is initially anticipated that the actual qualification work that will happen for the low and moderate income (LMI) qualifying residents by both the Community-Action Program (CAP) office and Saint Mary's. He explained in terms of the premise use, the specific agreement obligates that the premises be used by the lessee for the specific purposes of food distribution.

Mayor Scruggs asked if it was allowed to say in a general non-specific way what made the other bidders unqualified and this bidder, who has never been in this business before, qualified? She can't even imagine what the other bidders had wrong with them to be unqualified.

Mr. Colson stated he had not actively been involved in this program at the time the initial Request for Proposal (RFP) went out. Although, he did do the research and talked to the various people involved. The review committee did review the findings and made a determination. He added he was not prepared to provide specifics on the bidders and believes it also might be inappropriate in this setting. However, he will be happy to come back with more specific information in that regard.

Mayor Scruggs said she had two major concerns with this. One is that the city is giving an initial three year lease with the option to renew for two years to an organization that obviously has the biggest heart in the world and understands the real need, but has absolutely no experience in providing this. She would feel a lot more comfortable if the city were starting with a one year lease because the community is going to have certain expectations and with all the good intentions that these people have, they may not be able to make this work out. So the fact that, in effect, the city was giving five years tying up a city resource for five years to an untested organization gives her great concern.

Mr. Colson agreed that it was a very valid concern and it was a concern that they have whenever they enter into any type of agreement. He explained that the lessee would have an opportunity within the contract to cure that and if not, the city would have the right to terminate the lease.

Mayor Scruggs said her second question would probably go to the city attorney. The individual who formed this non-profit, this 501c3 corporation, Hope for Hunger Corporation, as she understood, is an employee of this city. And today she was given additional names, four other names of people that are on the board and one of those is also an employee of the city. So she was going to ask Mr. Tindall for the record, if doing business with this organization is in conformance with article eight "Contract" of our city charter, specifically as it refers to section nine – personal interests - that talks about members of the Council, officers or employees of the city, contracting with the city?

Mr. Craig Tindall, City Attorney, explained the charter refers to the state statute and state statute prohibits conflicts of interest as a substantial interest in an organization. However, this is a non-profit organization and the employees are non-salaried employees working with this organization, as a result, they are in compliance with section nine.

Mayor Scruggs said related to that question, she thought we all became aware last week that the Goldwater Institute has sued the city of Phoenix because they feel that their public safety people working for the city are doing union business, but collecting a city salary and so therefore they have sued them. She noted the fact that this organization being discussed is mainly a fire fighter, does give her pause. She heard about all the other organizations that are so busy and they have so much food to hand out and the need is so great. But she still cannot understand when they have so much to do, why they couldn't come for a dollar a year and help conduct their mission out of that building. The city only has one resource to give and we are giving it to an organization that's six months old, maybe seven months old, hasn't done this before, is incorporated by a city employee and the city doesn't have any letters here from Saint Mary's Food Bank attesting to all that they are going to do and that staff told City Council that they are going to do. That gives her a high degree of discomfort. She started asking these questions last week and continued yesterday and today and she still has concerns.

Mr. Colson thanked Mayor Scruggs for her comments and said he appreciated her concern in this regard. He explained the issues regarding the closing of the food bank in 2010 as well as the difficulties in trying to continue the effort with no results. He noted that there were three separate attempts to replace St. Mary's and that in the last RFP only the one applicant responded and was approved by the committee. He stated they will continue to work with Saint Mary's to get them to outline their commitment; however, the city does have the affiliation contract they will enter into with Hope for Hunger.

Councilmember Clark stated she appreciated the concerns raised by Mayor Scruggs; however, the most salient point Mr. Colson made was that in terms of the lease agreement, there was the ability to terminate for non-performance of the criteria within the lease. She said she felt comfortable should such non-performance occur, the lease would be terminated expeditiously. She added she would much rather see that facility used for good than continue to let it sit idle and nonproductive. She will support the motion.

Ordinance No. 2790 New Series was read by number and title only, it being AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A FOOD BANK LEASE AGREEMENT WITH HOPE FOR HUNGER CORPORATION FOR THE PURPOSE OF WAREHOUSING AND DISTRIBUTING FOOD TO LOW AND MODERATE INCOME PERSONS; AUTHORIZING THE EXTENSION OF THE TERM OF THE LEASE FROM THREE TO FIVE YEARS; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE BE RECORDED.

Vice Mayor Frate stated he will support this item solely because of the specific performance clause. They have to perform in order to keep the lease valid and the city had the right to terminate for non-compliance. He added that the need was there and this was a good cause.

Councilmember Lieberman agreed with Vice Mayor Frate and stated he will also support it. He noted that the need in the community has been proven and was comfortable with the non-compliance clause. He added that Saint Mary's has lots of experience in this and he was willing to help them in any way he can.

Mayor Scruggs said she would not support it and these are my reasons. My reasons are because the need is there, it is a real need. If the city were doing this for one year, she would vote yes. But with all the uncertainty going into a five year contract—she's not comfortable with it. She does not agree that the city has a good track record of resolving delinquencies or other types of issues. We just have to look at our airport and how long lessees go out there after they have been in default. There were a number of other places that she thought people could point to. So the city really doesn't have a good track record of "Johnny on the Spot" taking care of things. And the fact that even though she'd asked, there is no guarantee of getting a letter from Saint Mary's Food Bank outlining how this is all going to work together. She applauded the people who want to do this; she believed their heart was in the right place. But she believes because of the serious need, the city needs to look a little harder for somebody who has experience, this place is going to be open for more than two days a week distributing only dry foods, nothing else, she thought the city could do better and she was really concerned about the conflict of interest here. She was glad our attorney is on the record as saying that it's not there, but it does concern her. So, those are the reasons why she will not support this particular action.

Councilmember Martinez stated Mayor Scruggs had raised some very good questions and hopes staff takes these comments seriously and perhaps obtains the agreement signed by Saint Mary's Food Bank. He commented on the huge need in the community and because of it, he will be supporting this action.

It was moved by Clark, and seconded by Lieberman, to approve Ordinance No. 2790 New Series. Motion carried on a roll call vote, with the following Councilmembers voting "aye": Clark, Lieberman, Knaack, Martinez, and Frate. Members voting "nay": Scruggs.

13. <u>SALT RIVER PROJECT POWER DISTRIBUTION EASEMENT AT 43RD AND PEORIA</u> AVENUES

Larry J. Broyles, P.E., City Engineer, presented this item.

This is a request for City Council to adopt an ordinance granting an easement in favor of Salt River Project (SRP) for power distribution lines across portions of city-owned property at 43rd and Peoria Avenues.

This request supports Council's goal of one community with high-quality services for citizens by accommodating construction and maintenance access for SRP to maintain and provide electrical service to the community.

Recently SRP requested an easement for the relocation of their facilities as part of the completed roadway improvements at the intersection of 43rd and Peoria Avenues. This easement will allow SRP to operate and maintain facilities for the transmission and distribution of electricity along the easement parcel.

The recommendation is to waive reading beyond the title and adopt an ordinance authorizing the City Manager to execute an easement in favor of Salt River Project for power distribution lines across portions of city-owned property at 43rd and Peoria Avenues.

Councilmember Clark commented on Mr. Broyles's pending retirement. She expressed her appreciation and gratitude for all his years of service to the city. She said he has been a wonderful resource to this community for so many years and does not know what the city is going to do without him. She thanked him for his dedicated service to the community, city and council. She added he will be greatly missed and was greatly appreciated by all.

Councilmember Lieberman agreed with Councilmember Clark's comments. He stated Mr. Broyles has served the city exceptionally well for 23 years. He has been a great asset to the city and council and will be greatly missed. He wished him a great future.

Ordinance No. 2791 New Series was read by number and title only, it being AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A POWER DISTRIBUTION EASEMENT IN FAVOR OF SALT RIVER PROJECT AT 43RD AND PEORIA AVENUES; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE BE RECORDED.

It was moved by Lieberman, and seconded by Clark, to approve Ordinance No. 2791 New Series. Motion carried on a roll call vote, with the following Councilmembers voting "aye": Clark, Lieberman, Knaack, Martinez, Frate, and Scruggs. Members voting "nay": none.

14. COURT FEES

Elizabeth Finn, Presiding Judge, presented this item.

This is a request for City Council to adopt an ordinance amending Glendale City Code Section 13-9 to establish a contract fee and revise how City Court fees will be set. The contract fee would apply to each case where a payment contract is established at time of final case adjudication on a court-ordered penalty, fine, assessment or sanction including parking penalties and restitution.

To assure future adjustments to City Court fees conform to legislation or other administrative actions in a timely manner, it is also requested that City Council authorize the Presiding Judge to set the amount to be charged by the City Court for all fees set forth in this section.

This item supports Council's goals of one community that is fiscally sound and one community committed to public safety.

Glendale City Court utilizes a variety of tools to maximize receipt of all court-ordered financial sanctions. One of the Court's current strategies involves the review of comprehensive financial applications completed by defendants. These applications include negotiation of electronic payment contracts executed when defendants are unable to pay their fines and fees in full on the day of sentencing, as required by law. Thereafter, court collections staff reviews contract compliance on an ongoing basis with defendants who remain financially current or delinquent. The Court is spending more time tailoring a contract based on a defendant's revenue stream. For example, someone receives their paycheck every fifteen days. Their payment due date should coordinate with the date they receive their paycheck. An additional service provided is reminder calls that a payment is overdue.

This enhanced process, which helps ensure better compliance, places a greater demand on the Court staff and its resources. The proposed contract fee would be cost recovery to assist offsetting these staffing costs. Many other courts are utilizing a contract fee to recover their costs associated with negotiating contracts.

During a workshop on December 6, 2011, Council considered a recommendation on establishing a court contract fee and authorizing the presiding city judge to set all court fees.

The amount of the contract fee will be set by the Presiding Judge based on cost recovery. Based on current cost calculations, a fee of \$31 will be recommended, which includes a mandatory state assessment. The fee would be deposited into the Court Improvement Fund.

The recommendation is to waive beyond reading the title and adopt an ordinance amending Glendale City Code Section 13-9 to establish a contract fee effective January 13, 2012 and authorizing the Presiding City Judge to set all City Court imposed fees.

Ordinance No. 2792 New Series was read by number and title only, it being AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING GLENDALE CITY CODE CHAPTER 13, ARTICLE I, SEC. 13-9 RELATING TO CITY COURT FEES; AND ESTABLISHING AN EFFECTIVE DATE.

Councilmember Clark stated she probably will be the only one not supporting this item. She explained this issue was discussed at length in workshop so she will not go into the details, but to say she believes that the \$31.00 should be reserved in a dedicated fund. In addition, she does not believe that without any review, any presiding judge should have the authority to set fees without some kind of city council review.

Councilmember Martinez explained the public should be aware this was being done to help recover some of the cost associated with the court system and not to make money off of citizens. Additionally, he agreed with a comment made by someone at the recent workshop that the council should not try to micro-manage the court; therefore, he will support this action.

It was moved by Martinez, and seconded by Knaack, to approve Ordinance No. 2792 New Series. Motion carried on a roll call vote, with the following Councilmembers voting "aye": Lieberman, Knaack, Martinez, Frate, and Scruggs. Members voting "nay": Clark.

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

It was moved by Frate, and seconded by Knaack, to hold a City Council Workshop at 1:30 p.m. in Room B-3 of the City Council Chambers on Tuesday, December 20, 2011, to be followed by an Executive Session pursuant to A.R.S. 38-431.03. It was additionally moved to hold a Special City Council Meeting at 4:00 p.m. on December 20, 2011 in the City Council Chambers. It was also moved to vacate the regularly schedule City Council meeting on Tuesday, December 27, 2011. The motion carried unanimously.

MOTION TO EXCUSE COUNCILMEMBER ALVAREZ

It was moved by Frate, and seconded by Lieberman, to excuse Councilmember Alvarez from tonight's Council meeting. The motion carried unanimously.

CITIZEN COMMENTS

Ken Jones, an Ocotillo resident, asked to comment on Mr. Beasley's retirement coming up soon. He stated Mr. Beasley has done an excellent job with the department managers and the people in the departments. He questioned if the council still hopes to finalize the Coyote issue by the end of the year. If so, he implores them not to give away millions of dollars this time around. He hopes the new city manager has good business sense and good negotiating ability. He indicated the city was heavily in debt with the Sports Entertainment District. He noted that it bothers him when the city of Mesa can build a ballpark for the Cubs for half the amount Glendale spent on Camelback Ranch. He also mentioned all the money being spent on attorney fees. He still does not understand why Glendale was the only city that lost money on the Super Bowl when everyone else made money.

Andrew Marwick, a Phoenix resident, commented on the funding for South Mountain Freeway slated to go adjacent to the Indian Gila River reservation. The Gila River Indian Reservation is opposed to it and the freeway has not moved forward for several reasons as well as funding issues. Therefore, this was a big reason why the west valley so far has not had a major casino. He supports building the casino in Glendale and believes it will be a huge investment in the community that many people will visit. In addition, he believes the casino will not draw people away from Westgate or the surrounding areas, but rather bring people to those areas.

Darcy Serlin, a Phoenix resident, stated there had been some miscommunication with her comments at the last council meeting. She said what she was trying to say was that cameras could help the Glendale police department catch criminals. She noted her statements were not to insult the police department, but rather to help them since many people do not trust police. However, she does believe Glendale has a crime problem in the apartment complex on 59th and Bethany Home. She explained there had been 148 calls to 911 in one month to the Glendale police department. Additionally, since the last council meeting, there have been three murders

and one has happened when the council was in session. At the last meeting, some of the councilmembers were disturbed that she spoke at the meetings when she does not live in Glendale. However, in regards to distance, she lives closer to the crime in south Glendale than Mayor Scruggs does. She believes the Mayor was out of touch with the crime areas. She believes the council had a double standard with people speaking from areas other than Glendale. She stated the council supports those who praise them, but dislikes those who don't agree with them and wants to intimidate them not to speak anymore. She noted she attends the meetings solely to try and improve Glendale and the surrounding areas.

Arthur Thruston, a Cactus resident, stated that the end of the year brings everyone a great season and time for joy. He noted that he was glad in this county they were allowed to say happy holidays in any form they want. He commented on his visit to Glendale Glitters and what a wonderful time he had watching so many people enjoying the event. He commended Mr. Beasley and council on their wonderful staff. He hopes next year, with the new election process, with possibly new people coming in, the city of Glendale will be more open with information and not have so many secrets. He asked the council to consider for next year a cap on capital expenditures, and public votes on major items. He added he fully supported the Coyotes staying in Glendale; however, still supports the casino issue and believes it will be an asset to the city.

COUNCIL COMMENTS AND SUGGESTIONS

Councilmember Lieberman commented on the rededication of the F100 on Bonsall Park North at 1:00 p.m. on Thursday afternoon. He thanked everyone in his district for allowing the donation of \$5,000 to that project's restoration.

Vice Mayor Frate commented on the special operation Luke Airforce Base (LAFB) was doing to get their pilots all tested by the end of the year. He stated the noise residents will hear was the sound of freedom. He mentioned the two retirements happening in the city of Glendale - Mr. Broyles, City Engineer, and Assistant Police Chief Becker. He thanked them for their service and dedication to the city. He wished everyone a Happy Holiday Season and asked for everyone to remember to watch children around water.

Councilmember Martinez also thanked Mr. Broyles and Assistant Chief Becker for their service and dedication to the city of Glendale. He personally thanked Mr. Broyles for his invaluable help in his district throughout the years. He also wished everyone a Happy Holiday Season and a Happy New Year.

Councilmember Knaack commented on the Salvation Army and all the work they do in the community. She asked everyone to give to the red kettles whenever possible. She added the Salvation Army will be glad when the new food bank opens since they have been inundated with requests for help. She believes this new food bank will work out just great. She also wished everyone a Happy Holiday Season and a Happy New Year.

Mayor Scruggs said she wanted to thank everybody for their patience this evening. She got started a little late. She was having a delightful conversation with Mr. Marwick and Ms. Serlin who refuse to accept the fact that we are very concerned about the 125 acres of land the Tohono

O'odham Nation owns that's not going to be used for a casino and why the nation can't develop that in the city of Glendale and pay taxes like everybody else. But she had great news because they hear about how people are being denied access to casinos and she had some really great news to share with everyone. A group called Arizonan's for Fair Gaming this week took out an application with the Secretary of State's office so they can circulate petitions for an initiative to go on the ballot in this coming year, 2012. Mayor Scruggs quoted from the 100 word supporting statement included in the initiative application: "For many years sovereign nations have had exclusive rights to casino gambling, creating a monopoly. That unacceptable scheme violates the individual and collective rights of many Arizonans. By permitting race tracks and private casinos to operate in Arizona, it will create thousands of permanent jobs and will establish funding for education, organ transplants, CPS, veterans, police, first responders, cities and counties, along with many other vitally needed programs, which are not being funded by native casinos. Also, by passing this initiative, all Arizonans may invest in this very lucrative enterprise. The gaming monopoly must end now." So, you say Arizona is deficient in casinos, so you might want to get a hold of Mr. Carl E. Nickelson by calling 623-889-2277; it's what it looks like. And help him pass his petition around so there will be more casinos throughout all of Arizona, everybody can have their own casino then. So anyway, she wanted to share that very good news with you and those folks will probably be out in a neighborhood near you soon. Right by the bell ringers, but okay that's what's going on. And she thought that has been said many times in the past, almost three years, that will be the out-growth of what the Tohono O'odham Nation has decided to do. So here it is, and the legislature loves the casino concept, so they will probably get some boost there. Anyway, she was going to wait till next week to say Merry Christmas. The meeting is adjourned.

ADJOURNMENT

There being no further business, the m	eeting was adjourned at 8:37 p.m.
_	Pamela Hanna - City Clerk



GLENDALE CITY COUNCIL SPECIAL MEETING

Council Chambers 5850 West Glendale Avenue December 20, 2011 4:00 p.m.

The meeting was called to order by Mayor Elaine M. Scruggs, with Vice Mayor Steven E. Frate and the following Councilmembers present: Joyce V. Clark, Yvonne J. Knaack, H. Philip Lieberman and Manuel D. Martinez.

Councilmember Norma S. Alvarez was absent.

Also present were Ed Beasley, City Manager; Horatio Skeete, Assistant City Manager; Craig Tindall, City Attorney; and Pamela Hanna, City Clerk.

CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion.

Mr. Ed Beasley, City Manager, read agenda item numbers 1 and 2.

1. SPECIAL EVENT LIQUOR LICENSE, LELAND STANFORD JUNIOR UNIVERSITY

This is a request for City Council to approve a special event liquor license for the Leland Stanford Junior University, commonly known as Stanford University. The event will be held at Pendergast Property located at 6252 North 91st Avenue on Monday, January 2, 2012, from 1:30 p.m. to 6:30 p.m. The purpose of this special event liquor license is for a pre-game tailgate party.

If this application is approved, the total number of days expended by this applicant will be one of the allowed 10 days per calendar year. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

Based on the information provided under the background, it is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

2. AUTHORIZATION FOR CITY ATTORNEY TO FILE ACTION FOR CONDEMNATION

Craig Tindall, City Attorney, presented this item.

This is a request for City Council to authorize the City Attorney to acquire, for a public purpose, clear title to any or all of the property described in the attached Exhibit A by condemnation or otherwise.

The Federal Aviation Administration (FAA) strongly encourages airports to pursue runway protection zone (RPZ) land acquisitions. The Glendale Municipal Airport seeks to acquire approximately 42.6 acres of land for an RPZ located beyond the end of Runway 19 on two parcels owned by Conair Corporation. City staff has met with representatives of Conair to attempt to negotiate a voluntary sale of the property. The city made an offer to Conair of \$5,033,000 based upon a preliminary appraisal. Conair rejected the city's offer and made a counter-offer of \$14,612,901. In the event Conair and the city are not able to reach a mutually-agreeable property value, this authorizes the city to pursue litigation.

In light of the potential litigation and issues involved, the amount that may be incurred as a result of the condemnation action will be discussed with Council in executive session.

The recommendation is to authorize the City Attorney to acquire, for a public purpose, clear title to any or all of the property described above by condemnation or otherwise.

Andrew Marwick, a Phoenix resident, noted he was not sure who would end up paying for this, whether it was a federal grant or something similar. He provided information on general runway protection zones where there have been many dangerous situations and major safety issues. He remarked on a problem that happened in the late 1970's at Chicago O'Hare Airport as well as other cities. He added that because of these incidents, the federal government has become involved and began cracking down on this issue. He noted that even if this land remains in private hands, it will be very difficult to build anything there.

John Lyon, an Ocotillo resident, asked to comment on the tailgate party that Stanford University would like to have in the city. He remarked on the high probability of there being alcohol at this event and expressed his concern that these young college people will make it home safe. He believes it was not wise to combine this kind of event with the Fiesta Bowl, as well as all the drinking that might happen. He stated he was opposed to having liquor at this event.

Councilmember Clark asked to comment on the tailgating event since the speaker might not have all the information provided to the Council. She explained this event was being put on by the Stanford Alumni Association as a charitable fund raising event for the Association. She believes this event was not being targeted for young people.

It was moved by Frate and seconded by Knaack, to approve the recommended actions on Consent Agenda Item Nos. 1 and 2, including to forward Special Event Liquor License Application for Leland Stanford Junior University, commonly known as Stanford University for a tailgating event to be held January 2, 2012, State of Arizona Department of Liquor Licenses and Control, with the recommendation for approval. The motion carried unanimously.

CITIZEN COMMENTS

Ken Jones, an Ocotillo resident, stated that the morale of Glendale's rank and file employees cannot get any lower. He said the Council and City Manager owed them a public apology. He noted that Mr. Beasley and staff had received fat salary increases, meanwhile honest city workers who make half the money lost part of their income to mandatory furlough days. He referred to the recent story in the paper regarding this issue and believes it gives the city a black eye. He believes city managers should cut their pay back to where it was when the mandatory furlough went into effect. He asked the Council to keep their word on the time limit for the Coyotes and start looking at plan B. He wished all city employees who took furlough days, a Happy Holiday Season.

Andrew Marwick, a Phoenix resident, commented on the Coyotes issue still being open with no information coming from the city and no end in sight. He stated that things did not look very promising. He also commented on the average attendance at the games, as well as the surrounding areas. He still believes hockey will not work in Arizona.

Arthur Thruston, a Cactus resident, stated he had some things prepared to discuss at today's meeting regarding what has been reported in the newspaper; however, after listening to the other speakers, these things can wait until the first of the year. Instead he would like to wish everyone a Happy Holiday Season.

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

It was moved by Frate, and seconded by Martinez, to hold a City Council Workshop at 1:30 p.m. in Room B-3 of the City Council Chambers on Tuesday, January 3, 2012, to be followed by an Executive Session pursuant to A.R.S. 38-431.03. It was additionally moved to hold a Special City Council Workshop on Tuesday, January 10, 2012, at 8:30 a.m. in Room B-3 of the City Council Chambers. The motion carried unanimously.

MOTION TO EXCUSE COUNCILMEMBER ALVAREZ

It was moved by Frate, and seconded by Lieberman, to excuse Councilmember Alvarez from tonight's Council meeting. The motion carried unanimously.

COUNCIL COMMENTS AND SUGGESTIONS

Councilmember Clark stated that this had been a difficult year for staff and the Council since it seemed that every time they turned around, there was something new with which to deal; however, they weathered the year. She said she was very optimistic for the coming year and expects to see a lot of these issues resolved well for Glendale. She wished everyone a Merry Christmas and a Happy New Year.

Councilmember Lieberman thanked the speakers for their remarks and for repeatedly coming to the meetings and speaking before the Council. He noted he agreed with a lot of their comments. He only wished more people would take the initiative to become more involved in the city. He wished everyone a Happy Holiday Season and Prosperous New Year. He also asked them to keep safe and be careful on the roads.

Vice Mayor Frate wished all the employees and the citizens of Glendale, a very Merry Christmas and a Healthy Happy New Year. Also, please watch children around water.

Councilmember Martinez wished everyone a very Merry Christmas and a Happy New Year. He also expressed a big thank you to staff for all their hard work this year.

Councilmember Knaack wished everyone a very Merry Christmas and a Happy New Year. She thanked the staff for all their hard work this year. She noted it had been a hard year for them all, however, they all had done what they believe was right and best for the city of Glendale.

Mayor Scruggs stated that the comments were all very well said and so she will just close by saying – that she hopes the very best presents you get are memories that will last you a lifetime. Thank you for being here. The meeting is adjourned.

ADJOURNMENT

There being no further business, the m	neeting was adjourned at 4:30 p.m.
-	Pamela Hanna - City Clerk

Business-Voting Agenda

01/10/2012

TO:

Honorable Mayor and City Council

FROM:

Ed Beasley, City Manager

PRESENTED BY:

Susan Matousek, Revenue Administrator

SUBJECT:

LIQUOR LICENSE NO. 5-3262, ARIZONA PIZZA

COMPANY

Purpose

This is a request for City Council to approve a new, non-transferable series 12 (Restaurant) license for Arizona Pizza Company located at 8110 West Union Hills Drive, Suite 3-350. The Arizona Department of Liquor Licenses and Control application (No. 12078921) was submitted by Jennifer Anne Owens.

Background

The location of the establishment is 8110 West Union Hills Drive, Suite 3-350 in the Cholla District. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 15,526. Arizona Pizza Company is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
03	Domestic Micro - Brewery	1
06	Bar - All Liquor	1
09	Liquor Store - All Liquor	4
10	Liquor Store - Beer and Wine	1
12	Restaurant	10
	Total	17

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

Public Input

No public protests were received during the 20-day posting period.

Recommendation

Based on information provided under the background, it is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

Ed Beasley City Manager



Attachment Memorandum

DATE:

01/10/2012

TO:

Ed Beasley, City Manager

FROM:

Susan Matousek, Revenue Administrator

SUBJECT:

LIQUOR LICENSE NO. 5-3262, ARIZONA PIZZA COMPANY

1. Finance Department Memorandum

2. Liquor License Map



Finance Department

Memorandum

DATE:

January 10, 2012

TO:

Ed Beasley, City Manager

FROM:

Susan Matousek, Revenue Administrator

SUBJECT:

LIQUOR LICENSE NO. 5-3262, ARIZONA PIZZA COMPANY

REQUEST:

New, Non-Transferable

LICENSE:

Series 12 (Restaurant)

LOCATION:

8110 West Union Hills Drive, Suite 3-350

DISTRICT:

Cholla

ZONED:

C-2 (General Commercial)

APPLICANT:

Jennifer Anne Owens

OWNER:

Fat Cat Management, LLC

DETAILS OF REQUEST:

- 1. The 60-day deadline for processing this license was December 30, 2011. A letter requesting an extension was sent to the Arizona Department of Liquor Licenses and Control on November 4, 2011.
- 2. The population density is 15,526 persons within a one-mile radius.
- 3. The 300 feet from any church or school rule does not apply to this series license.
- 4. Arizona Pizza Company is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area.

CITIZEN PARTICIPATION TO DATE:

No protests were received during the 20-day posting period, November 4 through November 24, 2011.

REVIEW/ANALYSIS:

In accordance with A.R.S. § 4-201(G), the applicant bears the burden of showing City Council that public convenience requires that the best interest of the community will be substantially served by the issuance of a license. Council, when considering a new, non-transferable series 12 license, may take into consideration the applicant's capability, qualifications, and reliability.

The City of Glendale Planning, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

PLANNING DEPARTMENT: Approved the application with no comments.

POLICE DEPARTMENT: Recommended no cause for denial.

FIRE DEPARTMENT: Approved the application with no comments.

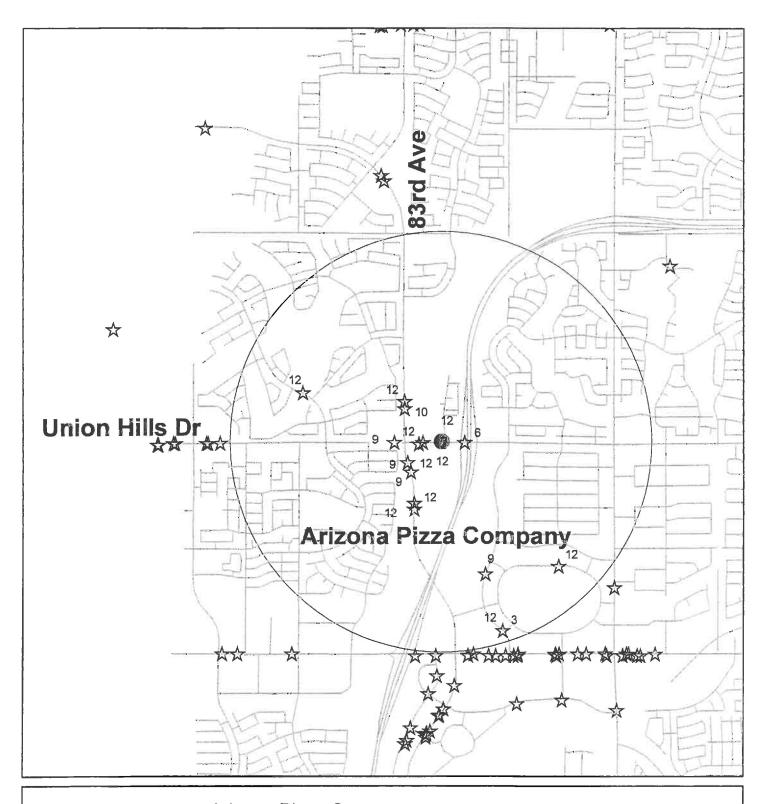
STAFF RECOMMENDATION:

It is staff's recommendation to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

REVIEWED BY:

Revenue Administrator

Executive Director-Financial Services



BUSINESS NAME: Arizona Pizza Company

LOCATION: 8110 W. Union Hills Dr., #3-350 **ZONING:** C-2

APPLICANT: Jennifer Anne Owens APPLICATION NO: 5-3262

SALES TAX AND LICENSE DIVISION CITY OF GLENDALE, AZ



Business-Voting Agenda

01/10/2012

TO:

Honorable Mayor and City Council

FROM:

Ed Beasley, City Manager

PRESENTED BY:

Craig Johnson, P.E., Executive Director, Water Services

SUBJECT:

FUND AUTHORIZATION FOR PARTS REQUIRED FOR

REPAIRS AT CHOLLA WATER TREATMENT PLANT

Purpose

This is a request for City Council to authorize the expenditure of funds to GEA Mechanical Equipment US, Inc., in the amount of \$71,745.87 for repairs at the Cholla Water Treatment Plant.

Council Strategic Goals or Key Objectives Addressed

This request supports Council's goal of one community with high-quality services for citizens by allowing the city to continue producing high-quality water in the plant's service area and to stay in continued compliance with state and federal regulations.

Background

The Cholla Water Treatment Plant produces high-quality drinking water through a complex production process. The facility uses two centrifuge units to treat water as part of the process. During scheduled maintenance, plant operators determined that one of the centrifuges had extensive damage to an internal mechanical component and required immediate repairs. Plant operators removed the centrifuge from service and implemented procedures in order to maintain water production at required levels until the repairs could be completed. The component was shipped to the vendor's New Jersey facility due to the complexity of the damage. A more complete inspection revealed greater damage than was originally accessed.

GEA Mechanical Equipment US, Inc. is the only authorized dealer of Westfalia parts in the nation. There are no substitutes or other parts that could be used for repairing the damaged equipment. Required documentation was submitted to the Materials Management department to request a sole source procurement, and after careful review, it was approved in accordance with City Code.

Community Benefit

Procurement of parts in this manner allows for the uninterrupted operation of the water treatment facility and allowed the city to meet the water demands in the distribution system while remaining in compliance with all applicable standards and requirements.

Budget Impacts & Costs

Funds are available in the FY 2011-12 operating budget of the Water Services Department.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
		X	X		\$71,745.87

Account Name, Fund, Account and Line Item Number:

Cholla Treatment Plant, Account No. 2400-17260-523400, \$71,745.87

Recommendation

Authorize the expenditure of funds to GEA Mechanical Equipment US, Inc., in the amount of \$71,745.87 for repairs at the Cholla Water Treatment Plant.

Ed Beasley City Manager

RESOLUTION NO. 4533 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY FOR THE BEARDSLEY ROAD AND 55TH AVENUE DRAINAGE IMPROVEMENT PROJECT.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that an Intergovernmental Agreement with the Flood Control District of Maricopa County for the Beardsley Road and 55th Avenue Drainage Improvement Project (IGA FCD 2011A016) be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said agreement on behalf of the City of Glendale.

	APPROVED by the Mayor and Council of the City of Glendale day of, 2012.
ATTEST:	MAYOR
City Clerk (SEAL)	
APPROVED AS TO FORM:	
City Attorney	
REVIEWED BY:	
City Manager	

iga_mcfcd_55&Beardsley.doc

Business-Voting Agenda

01/10/2012

TO:

Honorable Mayor and City Council

FROM:

Ed Beasley, City Manager

PRESENTED BY:

Greg Rodzenko, P.E., Acting City Engineer

SUBJECT:

INTERGOVERNMENTAL AGREEMENT WITH

MARICOPA COUNTY FLOOD CONTROL DISTRICT

Purpose

This is a request for City Council to adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement (IGA) with the Maricopa County Flood Control District (MCFCD) to participate in the cost of the construction of drainage improvements at Beardsley Road and 55th Avenue.

Council Strategic Goals or Key Objectives Addressed

This request supports Council's goal of one community with high-quality services for citizens by providing for the construction of a drainage facility which will alleviate flooding in the surrounding neighborhoods.

Background

The residents in the neighborhood surrounding this site have experienced flooding issues during heavy rainfall. The city, in cooperation with the MCFCD, completed the Storm Water Master Plan in July 2011. The study identified drainage improvements for Beardsley Road and 55th Avenue and several other locations. In October 2011, the city was invited to submit proposals to MCFCD for cost sharing of the construction of local drainage improvement projects. The city submitted proposals for three different locations. MCFCD approved the proposed improvement at this location as providing the most drainage benefit for the least cost. The improvements will construct a valley gutter to drain the water from the east side of 55th Avenue west to the 55th Avenue channel.

This project was selected from three projects submitted to MCFCD's Small Projects Assistance Program. The three projects were: 55th Ave. & Beardsley Road Drainage Improvements; Murphy Park Amphitheater Drainage Connection; Inlet at 61st Avenue and Basin at Sahuaro Ranch Park. MCFCD selected this project through a prioritization process which looked at the degree of flooding (structures flooded, unsafe street flooding, nuisance street flooding, number of flooding events, supporting documentation of flooding, cost and percent share municipality was willing to fund, etc.). In the past, two structures have experienced flood damage at the Beardsley Road and 55th Avenue location.

MCFCD only allowed three candidate projects to be submitted. These projects were designated to be "small" projects. Projects with construction costs below \$500,000 are considered to be "small". The cost of \$60,000 was estimated by Kimley-Horn and Associates in the city's recent Stormwater Management Plan update. The estimates for the other two projects were \$300,000 for the Murphy Park project and \$10,000 for the Sahuaro Rand Park project (street flooding only).

Community Benefit

This project will construct facilities which will drain storm water away from adjoining homes to an existing drainage ditch. This will improve street drainage in the neighborhood surrounding this project during heavy rainfall.

Budget Impacts & Costs

Funds are available in the FY 2011-12 capital improvement plan. Per the IGA, MCFCD will remit a payment to the city in the amount equal to 75% of the cost of construction (\$45,000). The city's share of the construction costs will be no more than \$15,000. There are no operating costs associated with this project once it is complete.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
X	X		X		\$60,000

Account Name, Fund, Account and Line Item Number:

Local Drainage Problems, Account No. 2180-79004-550800, \$60,000

Recommendation

Waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement with the Maricopa County Flood Control District to participate in the cost of the construction of drainage improvements at Beardsley Road and 55th Avenue.

Ed Beasley City Manager



Attachment Memorandum

DATE:

01/10/2012

TO:

Ed Beasley, City Manager

FROM:

Greg Rodzenko, P.E., Acting City Engineer

SUBJECT:

INTERGOVERNMENTAL AGREEMENT WITH MARICOPA

COUNTY FLOOD CONTROL DISTRICT

1. Resolution

2. Intergovernmental Agreement

3. Map

When Recorded Return to: Flood Control District of Maricopa County 2801 West Durango Street Phoenix, AZ 85009-6399

Intergovernmental Agreement

for the

Design, Rights-of-Way Acquisition, Utility Relocations, Construction, Construction Management and Operation and Maintenance

of the

Beardsley Road and 55th Avenue Drainage Improvement Project

between the

City of Glendale

and the

Flood Control District of Maricopa County

IGA FCD 2011A016

Agenda	Item	
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This Intergovernmental Agreement, hereinafter the Agreement, is entered into by and between the Flood Control District of Maricopa County, a municipal corporation and political subdivision of the State of Arizona, acting by and through its Board of Directors, hereinafter the DISTRICT, and the City of Glendale, a municipal corporation, acting by and through its City Council, hereinafter the CITY.

This Agreement shall become effective as of the date it has been executed by all parties and may be recorded by the Maricopa County Recorder.

DATE FILED WITH THE MARICOPA COUNTY RECORDER ____

STATUTORY AUTHORIZATION

- 1. The DISTRICT is empowered by Arizona Revised Statutes (A.R.S.) § 48-3603, as revised, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the DISTRICT.
- 2. The CITY is empowered by A.R.S., as amended, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the CITY.

BACKGROUND

- 3. On April, 27 2011 the Board of Directors of the DISTRICT (the Board) adopted Resolution FCD 2009R003A (C-69-09-062-6-01) authorizing the DISTRICT to cost-share in projects recommended under the DISTRICT's Small Project Assistance Program.
- 4. Under the DISTRICT's Small Project Assistance Program for Fiscal Year 2013, the CITY proposed the Beardsley Road and 55th Avenue Drainage Improvement project to provide the following benefits:
 - 4.1 Reduce the flood hazard to Maricopa County Assessor's Parcel Number (APN) 200-24-011E, that has experienced historic flooding; and
 - 4.2 Reduce the flood hazard to roadways in the vicinity of the PROJECT that have experienced historic flooding.
- 5. The Beardsley Road and 55th Avenue Drainage Improvement project scored 6th among 16 submittals for the Fiscal Year 2013 program, and has been recommended by DISTRICT staff.

PURPOSE OF THE AGREEMENT

6. The purpose of this Agreement is to identify and define the responsibilities of the DISTRICT and the CITY for the design, rights-of-way acquisition, utility relocations, construction, construction management, and operation and maintenance of the Beardsley Road and 55th Avenue Drainage Improvement project.

TERMS OF AGREEMENT

- 7. The PROJECT is defined as the features required to accomplish the benefits enumerated in paragraph 4 of this Agreement. Features of the PROJECT, as envisioned at the time of this Agreement, are represented in Exhibit A but are subject to change without amendment to this Agreement.
- 8. Construction costs associated with the flood control features of the PROJECT completed and invoiced (by the CITY to the DISTRICT) between July 1, 2012 and June 30, 2013 are hereinafter referred to as the PROJECT CONSTRUCTION COST. This term shall not be amended.
 - 8.1 The PROJECT CONSTRUCTION COST is estimated to be \$60,000 but is subject to change without amendment to this Agreement.
 - 8.2 The following costs are expressly excluded from the PROJECT CONSTRUCTION COST shared under this Agreement:
 - 8.2.1 Costs associated with design, rights-of-way acquisition, permitting, construction management (including materials testing and survey work), operations and maintenance.
 - 8.2.2 Costs associated with multi-use, landscaping or aesthetic features.
 - 8.2.3 Personnel and administrative costs incurred by either party.

9. The DISTRICT shall:

- 9.1 Fund seventy-five percent of the PROJECT CONSTRUCTION COST incurred and invoiced before June 30, 2013, not to exceed \$250,000 in accordance with the DISTRICT's Small Project Assistance Program, making the DISTRICT's estimated share \$45,000. DISTRICT funds will be from the DISTRICT's secondary tax levy revenues and DISTRICT funding shall be contingent upon the availability of DISTRICT Capital Improvement Program Budget funding. This term shall not be amended.
- 9.2 Remit, within 30 days of receipt, payment for invoices issued per paragraph 10.2.
- 9.3 Participate in a final inspection of the completed PROJECT with the CITY.

10. The CITY shall:

- 10.1 Fund the PROJECT CONSTRUCTION COST, less the DISTRICT's cost-share, making the CITY's estimated PROJECT CONSTRUCTION COST share \$15,000; and fully fund all PROJECT costs outside the PROJECT CONSTRUCTION COST. Explicitly, funding for any work completed and/or invoiced before July 1, 2012 or after June 30, 2013 will be the full responsibility of the CITY. This term shall not be amended.
- 10.2 Invoice the DISTRICT as follows:
 - 10.2.1 Within 30 days of award of a PROJECT construction contract, invoice the DISTRICT for one-half (1/2) of its share of the PROJECT CONSTRUCTION COST.
 - 10.2.2 Within 30 days of completion of construction of the PROJECT, or no later than June 30, 2013 (whichever occurs first), prepare a final accounting including change order costs not previously paid, and invoice the DISTRICT for the remainder of its share of the PROJECT CONSTRUCTION COST incurred to date; or reimburse the DISTRICT for any previous over-payments.
- 10.3 Design the PROJECT, provide PROJECT plans and specifications to the DISTRICT (including interim submittals as appropriate) for review and comment, allow three weeks for review, and incorporate DISTRICT comments, if any, into the PROJECT as appropriate.
- 10.4 Obtain all permits required for the PROJECT.
- 10.5 Relocate conflicting utilities.
- 10.6 Construct the PROJECT, provide construction management, and provide any proposed construction change orders to the DISTRICT for concurrence.
- 10.7 Coordinate a final inspection of the completed PROJECT with the DISTRICT.
- 10.8 Be responsible for operation and maintenance of the completed PROJECT. The maintenance activities to be performed include, but are not limited to, maintaining the flood control function of the PROJECT, including sediment and vegetation removal and any and all aesthetic, park, and public use features, maintenance of landscaping, irrigation, multi-use trails and berms, removal of trash and debris, electricity and other operation

costs for the facilities, vandalism repair and replacement, and structural repair and replacement of the flood control structures.

- 10.8.1 The CITY may delegate this responsibility to a third party but will remain ultimately accountable to the DISTRICT under this Agreement.
- 10.9 Require that any contractor selected for the PROJECT:
 - 10.9.1 Warrant its compliance with all federal immigration laws and regulations that relate to its employees and their compliance with A.R.S. § 23-214(A);
 - 10.9.2 Agree that a breach of the warranty under paragraph 10.9.1 shall be deemed a material breach of contract and is subject to penalties up to and including termination of the contract;
 - 10.9.3 Agree that the DISTRICT retains the legal right to inspect the papers of the contractor or subcontractor employee(s) who work(s) on this Agreement to ensure that contractor or subcontractor is complying with the warranty under paragraph 10.9.1;
 - 10.9.4 Certify that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35-391 and 35-393, in either Sudan or Iran.
- 11. Any local permits required for the PROJECT that are issued by either party shall be issued at no cost to the PROJECT.
- 12. Either party to this Agreement may, with mutual written agreement of all parties, delegate responsibilities to another party. Any delegation, however, shall not relieve the delegating party of its original responsibilities as defined herein.
- 13. Each party certifies that it has disclosed to the other party any known ongoing or anticipated litigation (to which it is a party) related to the PROJECT or PROJECT-affiliated flooding hazards, and shall continue to make such disclosures through the duration of this Agreement.
- 14. In the case of any dispute over any items in this Agreement, the parties agree to use their best efforts and enter into good faith negotiations to resolve the disputed matters. However, this shall not limit the rights of the parties to seek any remedies provided by law.
- 15. Each party to this Agreement shall take reasonable and necessary actions within its authority to ensure that only storm water is discharged into the PROJECT, and that such discharges into the PROJECT comply at the point of discharge with any applicable requirements of the U.S. Environmental Protection Agency Clean Water Act, Arizona Pollutant Discharge Elimination System or any other applicable discharge requirements, including any permit requirements.
- 16. The parties to this Agreement agree to equally share the cost of a PROJECT compliance and cost audit to be initiated within 60 days of PROJECT completion, if requested by either party. An independent auditing firm agreed to by both parties and on contract to the DISTRICT will perform the audit. Any payments or reimbursements necessary to bring the PROJECT into compliance with the audit findings shall be made within 45 days of acceptance by all parties of the audit report.

- 17. Each party to this Agreement (indemnitor) shall, to the extent permissible by law, indemnify, defend and save harmless the others (indemnitees) including agents, officers, directors, governors and employees thereof, from and against any loss or expense incurred as a result of any claim or suit of any nature whatsoever, which arises out of indemnitor's negligent or wrongful acts or omissions pursuant to this Agreement. The CITY shall further, to the extent permissible by law, indemnify, defend and save harmless the DISTRICT including agents, officers, directors, governors and employees thereof, from and against any loss or expense incurred as a result of any claim or suit of any nature whatsoever, which arises out of recreational use of the PROJECT in the event that it elects to invite such use (with or without DISTRICT concurrence). Such indemnification obligations shall encompass any personal injury, death or property damages resulting from the indemnitor's negligent or wrongful acts or omissions, as well as reasonable attorney fees, court costs, and other expenses relating to the defense against claims or litigation, incurred by the indemnitee. Indemnitee shall be liable for its own negligence or wrongful acts as provided by law.
- 18. Each party to this Agreement shall comply with A.R.S. §§ 41-4401 and 23-214(A).
 - 18.1 Each party to this Agreement retains the legal right to inspect the records of the other party's and any contractors' or subcontractors' employees performing work under this Agreement to verify compliance with A.R.S. §§ 41-4401 and 23-214(A).
 - 18.2 Failure by either party to this Agreement to comply with A.R.S. §§ 41-4401 and 23-214(A) shall be deemed a breach of this Agreement and is subject to penalties up to and including termination of the Agreement.
- 19. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, each party to this Agreement certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35-391 and 35-393, in either Sudan or Iran.
- 20. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Flood Control District of Maricopa County Chief Engineer and General Manager 2801 West Durango Street Phoenix, Arizona 85009-6399 City of Glendale Engineering Director 5850 West Glendale Avenue Glendale, Arizona 85301

- 21. This Agreement shall expire either (a) two years from the date of execution by all parties, or (b) upon both completion of the PROJECT and satisfaction of all funding obligations and reimbursements associated with this Agreement, whichever is the first to occur. However, by mutual written agreement of all parties, this Agreement may be amended or terminated except as expressly stated in this Agreement. The operation and maintenance and indemnification provisions of this Agreement shall survive the expiration of this Agreement.
- 22. This Agreement is subject to the provisions of A.R.S. § 38-511.
- 23. Attached to this Agreement or contained herein are the written determinations by the appropriate attorneys for the parties to this Agreement, that these agencies are authorized under the laws of the State of Arizona to enter into this Agreement and that it is in proper form.

1				
24. If legislation is enacted after structure of one or more part renegotiated at the written red	ties to this Agreement, th	Agreement the parties agree	nat changes the r se that this Agree	elationship or ement shall be
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IGA RCD 2011 A016	DCN 600 12 20		Š	DACE COTA

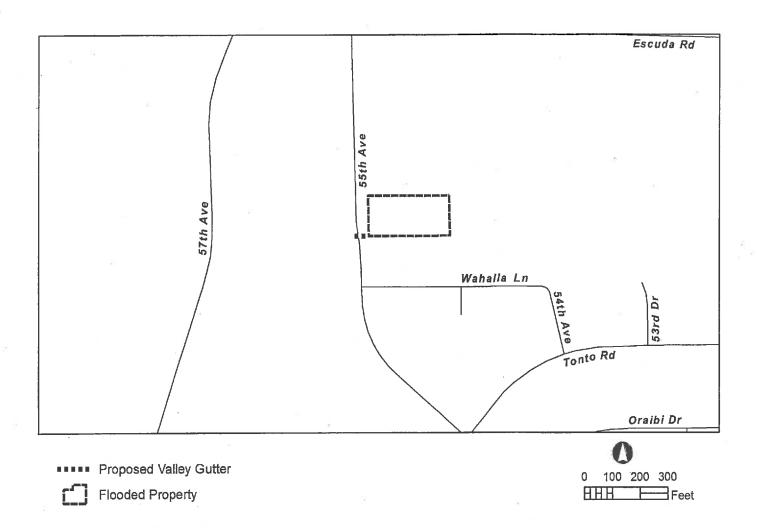
FLOOD CONTROL DISTRICT OF MARICOPA COUNTY A Municipal Corporation

Recommended by:			
Timothy S. Phillips, P.E. Chief Engineer and General Manager	Date		
N 3			
		Approved and Accepted:	
	Ву:		
	2).	Chairman, Board of Directors	Date
		Attest:	
a e	Ву:		
	·	Clerk of the Board	Date
The foregoing Intergovernmental Agree Section 11-952, as amended, by the underproper form and within the powers and County under the laws of the State of Article 100 and 100	lersigned General authority gran	eral Counsel, who has determined	that it is in
Flood Control District General Counsel	Date		

CITY OF GLENDALE A Municipal Corporation

Approved and Accepte	ed By:			
Ed Beasley City Manager	Date	_		
			Attest:	
		By:		
		,	City Clerk	Date
Section 11-952, as am	vernmental Agreement F(ended, by the undersigne ower and authority granted	d attor	ney who has determine	ed that it is in proper
City Attorney	Date	_		

Exhibit A: Beardsley Road and 55th Avenue Drainage Improvement Project









INTERGOVERNMENTAL AGREEMEN WITH MARICOPA COUNTY FLOOD CONTROL DISTRICT

RESOLUTION NO. 4534 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF TWO INTERGOVERNMENTAL AGREEMENTS WITH THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR ENHANCEMENTS TO LOOP 303.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that two Intergovernmental Agreement with the State of Arizona, Department of Transportation, for enhancements to Loop 303 be entered into. The following agreements are now on file in the office of the City Clerk of the City of Glendale:

ADOT File No.: IGA/JPA 11-049 I

Project: Section:	SR303L (Design & Construction) Glendale Avenue to Peoria Avenue
ADOT File No.: Project: Section:	IGA/JPA 11-054 SR303L (Design & Construction) Camelback Road to Glendale Avenue
	the Mayor or City Manager and the City Clerk be authorized and ver said agreements on behalf of the City of Glendale.
PASSED, ADOPTED Maricopa County, Arizona, thi	AND APPROVED by the Mayor and Council of the City of Glendale, sday of, 2012.
ATTEST:	MAYOR
City Clerk (SEAL)	
APPROVED AS TO FORM:	
City Attorney	
REVIEWED BY:	
City Manager	
iga_adot_Loop303(2).doc	

Business-Voting Agenda

01/10/2012

TO:

Honorable Mayor and City Council

FROM:

Ed Beasley, City Manager

PRESENTED BY:

Jamsheed Mehta, AICP, Executive Director, Transportation Services

SUBJECT:

INTERGOVERNMENTAL AGREEMENTS WITH ADOT

FOR INFRASTRUCTURE INSTALLATION ALONG

LOOP 303

Purpose

This is a request for City Council to adopt a resolution authorizing the City Manager to enter into two intergovernmental agreements (IGAs) with the Arizona Department of Transportation (ADOT) for installation of infrastructure as part of the Loop 303 Freeway construction project in the amount of \$231,450.

Council Strategic Goals or Key Objectives Addressed

This request supports Council's goal of one community with high-quality services for citizens by improving and providing transportation options within the city.

Background

The Loop 303 Freeway construction project is scheduled to start in 2012 from Camelback Road to Peoria Avenue within the Glendale metropolitan planning area. To facilitate construction phasing ADOT has separated the project into two IGAs, one for the section of Loop 303 from Camelback Road to Glendale Avenue, and a second for the section from Glendale to Peoria Avenues.

The city has requested certain improvements as part of this freeway project, including:

- Conduit and pull boxes along the north side of Northern Avenue for the City's Intelligent Transportation System (ITS);
- Bridge design enhancements to the abutments, wing walls and barriers on Northern Avenue, Northern Parkway, Olive Avenue, Glendale Avenue, and Bethany Home Road on Loop 303; and
- Design and construction of a water line to supply irrigation water for ADOT landscaping along Loop 303.

As set out in these two IGAs, the city will pay ADOT the total sum of \$231,450 for the estimated costs of the city's requested infrastructure.

Community Benefit

The proposed infrastructure on Loop 303 will help reduce traffic congestion, provide irrigation for landscaping, and include bridge design features to enhance regional mobility in the West Valley and attract quality development along Loop 303.

Public Input

On May 6, 2010, ADOT staff presented the proposed widening of Loop 303 and concept drawings for proposed landscaping and bridge design to Citizen's Transportation Oversight Commission (CTOC) for their review and input.

On April 14, 2010 and on April 13, 2011, ADOT staff presented proposed improvements on Loop 303 during the annual GO Program meeting.

On March 5, 2010, ADOT staff provided an overview of future Loop 303 construction projects to the CTOC.

Budget Impacts & Costs

The cost for infrastructure installations along Loop 303 from Camelback Road to Glendale Avenue is \$12,743 for a portion of the bridge enhancements and for the water line installation. For the segment between Glendale to Peoria Avenues, the cost is \$218,707 for ITS, water line installation and bridge enhancements. Funds are available in the FY 2011-12 capital improvement plan. The operating costs associated with this project will be absorbed by the GO Transportation Program.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
	X		X		\$231,450

Account Name, Fund, Account and Line Item Number:

Loop 303 Landscape and Design, Account No. 2210-65090-551200, \$231,450

Recommendation

Waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into two intergovernmental agreements with the Arizona Department of Transportation for the installation of infrastructure as part of the Loop 303 Freeway construction project in the amount of \$231,450.

Ed Beasley City Manager



Attachment Memorandum

DATE:

01/10/2012

TO:

Ed Beasley, City Manager

FROM:

Jamsheed Mehta, AICP, Executive Director, Transportation Services

SUBJECT:

INTERGOVERNMENTAL AGREEMENTS WITH ADOT FOR INFRASTRUCTURE INSTALLATION ALONG LOOP 303

1. Resolution

2. Intergovernmental Agreement SR303L Camelback Road to Glendale Avenue (IGA/JPA 11-054)

3. Intergovernmental Agreement SR303L Glendale Avenue to Peoria Avenue (IGA/JPA 11-049 I)

ADOT File No.: IGA/ JPA 11- 054
AG Contract No.: P001-2011-001679
Project: SR303L (Design & Construction)

Section: Camelback Road to Glendale Avenue

TRACS No.: H7873 01C
MAG TIP NO.: DOT13-136
Budget Source Item No.: 43913 /

City Enhancements

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF GLENDALE

THIS AGREEMENT is entered into this date	, 2011, pursuant to
the Arizona Revised Statutes § 11-951 through § 11-954, as amended,	between the STATE OF
ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY
OF GLENDALE, acting by and through its MAYOR and CITY COUNCIL (the	"City"). The City and the
State are collectively referred to as the "Parties".	•

I. RECITALS

- 1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
- 2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
- 3. The State has programmed for the design and construction work to widen State Route 303L (SR 303L) to a six (6) lane divided freeway from Camelback Road to Glendale Avenue in Fiscal Year (FY) 2013.
- 4. To be included with the State's construction of the SR 303L freeway, the City requests the State design and construct a number of upgrades and enhancements from approximately one-half (½) mile north of Camelback Road to one-half mile north of Glendale Avenue, all within the limits of the City, herein referred to as the "Project", estimated at \$12,743.00, shown on Exhibit A, attached hereto and made a part hereof, all at the City's expense. The City is responsible for all Project design and construction costs associated with the City's requested items which include, but is not limited to, the following:
 - a. The installation of bridge aesthetics (two accent paints and application) for Glendale Avenue and Bethany Home Road including retaining walls, abutment walls, and roadway barrier; and
 - b. The installation of 170 feet of pipe sleeves for future landscape irrigation water to cross Glendale Avenue for future landscape irrigation water delivery for the SR 303L freeway.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

- a. Upon execution of this Agreement, agree to be the authorized agent for and on behalf of the City for the Project. Also upon execution of this Agreement and prior to Project advertisement, invoice the City \$12,743.00, for the estimated costs associated with the City's requested enhancements for the Project referenced in I. 4. a. and b. above, which will include fixed percentage rates for: maintenance of traffic (0%); construction surveying and layout (1%); contractor quality control (2%); mobilization (10%); construction engineering and administration (9%); construction contingencies (5%); design engineering and administration (10%); and includes applicable indirect costs (iCAP) estimate, approved by the Federal Highway Administration (FHWA), shown on Exhibit A. Upon receipt of the City's funds, apply said funds to Project TRACS No. H7873 01C.
- b. On behalf of the City, retain and contract with one or more professional design consultants (the "Consultants"), in the preparation of the design plans, specifications, and other such documents (the "Project Documents") required for the bidding and construction of the Project.
- c. Conduct monthly design and construction progress meetings. Prepare and provide the Project Documents to the City for review and comment. Confer with the City on any Project related modifications. Upon concurrence by the City, incorporate same into the State's design plans to widen the SR 303L freeway.
- d. Advertise for bids and upon approval and acceptance by the State Transportation Board, award one or more construction contract(s) for the Project. Administer the construction and make all payments to the Contractor(s). Be responsible for any Contractor claims for additional compensation caused by, or attributable to, the State.
- e. Prior to incurring additional costs and upon concurrence by the City, invoice the City for said additional costs, should unforeseen conditions or circumstances cause an increase to the cost of the City's requested elements, which will include fixed rates as described in II.1.a. above.
- f. Upon completion of the Project, notify the City and coordinate the final inspection. Accept the Project on behalf of the Parties that the Project has been constructed in accordance with the Project Documents and that the Project has been satisfactorily completed.
- g Upon completion and acceptance of the Project by the State, provide the City with a recapitulation of the actual Project costs, along with an invoice or reimbursement, for the difference between the amount(s) deposited by the City and the actual costs of the Project, to include fixed rates as described in II.1.a. above.
- h. Grant or confirm, per established procedures of the State's Phoenix Maintenance District Permit Office, that the City has a valid annual city-wide Blanket Permit on file, for routine/normal maintenance and emergency maintenance work provided by the City within the State's rights of way. Agree that any new construction or installation shall require a separate permit through the State's Phoenix Maintenance District Permit Supervisor, as per the Phoenix Maintenance District's established procedures.
- i. Be responsible for maintenance of the SR 303L freeway and maintain the structural integrity of the bridges and the retaining walls.

The City will:

- a. Upon execution of this Agreement, designate the State as the authorized agent for and on behalf of the City for the design and construction of the City's requested enhancements for the Project referenced in I.4.a. and b. above.
- b. Upon execution of this Agreement and receipt of an invoice from the State, remit \$12,743.00 within thirty (30) days for the estimated costs associated with the City's requested enhancements for the Project referenced in I.4.a. and b. above, which will include fixed percentage rates for: maintenance of traffic (0%); construction surveying and layout (1%); contractor quality control (2%); mobilization (10%); construction engineering and administration (9%); construction contingencies (5%); design engineering and administration (10%); and includes applicable indirect costs (iCAP) estimate, approved by the Federal Highway Administration (FHWA), shown on Exhibit A.
- c. Attend monthly design and construction progress meetings. Confer with the State on any Project related contract modifications and provide written concurrence when applicable. Be responsible for any Project related design consultant or contractor claims caused by, or attributable to, the City.
- d. Upon receipt of the Project Documents, review and provide comments to the State within fifteen (15) days or the specified date requested by the Project Manager.
- e. Upon notification by the State and concurrence by the City, reimburse the State within thirty (30) days of receipt of an invoice, for additional costs should unforeseen conditions or circumstances cause an increase to the cost of the Project, which will include fixed rates as described in II.1.a. above.
- f. Upon completion of construction and notification by the State that the Project has been designed and constructed in accordance with the Project Documents, attend the final inspection with the State.
- g. Upon completion and acceptance of the Project by the State, be responsible for the actual costs incurred by the State for the Project. If necessary, reimburse the State within thirty (30) days upon receipt of an invoice, any difference between the estimated initial amount paid by the City and the actual costs of the Project, which will include fixed percentage rates and fixed costs, as referenced in II.1.a. above.
- h. Obtain, per established procedures of the State's Phoenix Maintenance District Permit Office, a valid annual city-wide Blanket Permit for the routine/normal maintenance and emergency maintenance work provided by the City within the State's rights of way. Comply with applicable permit and Certificate of Insurance requirements. Agree that any new construction or installation shall require a separate permit as per the Phoenix Maintenance District's established procedures, which may be obtained through the Phoenix Maintenance District Office referenced herein.
- i. Comply with the Manual on Uniform Traffic Control Devices (MUTCD) (latest edition as published by the Federal Highway Administration (FHWA)) and the Arizona Supplement, as per Arizona Revised Statutes §28-641, during all maintenance operations conducted by the City on State highway rights of way. Plans will be reviewed and/or approved by and through the Arizona Department of Transportation (ADOT), Phoenix Maintenance District Permits Office.
- j. Upon completion of the Project and consistent with the City's maintenance levels, be responsible for providing the following:

- 1) Maintenance and refreshment of bridge aesthetics (two accent paints only), including graffiti abatement for the Glendale Avenue Over-Pass (OP) and the Bethany Home Road OP, including retaining walls, abutment walls, bridge piers, and roadway barrier, as depicted on Exhibit B, attached hereto and made a part hereof; and
- 2) Maintenance of median pavers on Glendale Avenue. Maintenance shall consist of replacing broken or missing pavers, keeping all areas free of weeds, undesirable grasses and litter in the areas depicted on Exhibit C, attached hereto and made a part hereof.

3. The Parties Agree:

- a. The estimated monetary amounts referenced in this Agreement are subject to change and can change substantially before completion of the Project.
- b. Any change or modification to the Project will only occur upon the mutual written consent of the Parties.
- c. Both Parties will perform their responsibilities consistent with the terms and conditions of this Agreement.

III. MISCELLANEOUS PROVISIONS

- 1. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.
- 2. This Agreement shall remain in full force and effect until completion of the work contemplated herein and all reimbursements; provided however, except any provisions herein for maintenance, which shall be perpetual, this Agreement may be cancelled at any time prior to advertisement of a Project, with thirty (30) days written notice to the other Party. It is understood and agreed by both Parties that, in the event the City fails to fulfill its obligations set forth in this Agreement or withdraw its proposed plans for whatever reason, the City shall be responsible for all costs incurred by the State up to the time of the City's withdrawal/cancellation.
- 3. The State assumes no financial obligation or liability under this Agreement relative to the City's requested elements (described above, but not limited to, Recitals I.4.a. and b. or for any resulting construction project. The City, in regard to the City's relationship with the State only, assumes full responsibility for the design plans, specifications, reports, the engineering in connection therewith, the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof, shall be solely the liability of the City and that to the extent permitted by law, the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or nonperformance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees the City, any of its agents, officers and employees, or any of its independent Contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

Contractor and subcontractors shall procure and maintain insurance until all of their obligations have been discharged, including any warranty periods under their Contract with the City are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives,

employees or subcontractors.

- 4. The cost of the Project under this Agreement includes applicable indirect costs approved by the Federal Highway Administration (FHWA). "Applicable indirect costs" means costs incurred by ADOT and approved by FHWA under ADOT's indirect cost allocation proposal, pursuant to 2 CFR 225 and OMB Circular A-87.
 - 5. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.
- 6. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes § 35-214 and § 35-215 shall apply to this Agreement.
- 7. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".
- 8. Non-Availability of Funds. Every payment obligation of State and City under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State or the City at the end of the period for which the funds are available. No liability shall accrue to the State or the City in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

If the federal funding related to this Project is terminated or reduced by the federal government, or if the federal government rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

- 9. To the extent applicable under Arizona Revised Statutes § 41-4401, each Party and its subcontractors warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Arizona Revised Statutes § 23-214(A). A breach of the above-mentioned warranty by any Party or its subcontractors shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the non-breaching Party. Each Party retains the legal right to randomly inspect the papers and records of the other Party's or its subcontractors' employees who work on the Agreement to ensure that the other Party or its subcontractors are complying with the above-mentioned warranty.
- 10. Pursuant to Arizona Revised Statutes § 35-391.06 and § 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operation" shall have the meanings set forth in Arizona Revised Statutes § 35-391 or and § 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.
- 11. The City and the State (Arizona Department of Transportation) (ADOT) warrants compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State (ADOT) to enable the State (ADOT) to comply with the requirements of the Act, as may be applicable.
- 12. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by Arizona Revised Statutes § 12-1518, as applicable.

13. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation Joint Project Administration 205 S. 17th Avenue, Mail Drop 637E Phoenix, Arizona 85007-3212 Fax: 602-712-3132

For Maintenance Permit - Contract

Arizona Department of Transportation Phoenix Maintenance District Permits Office 2140 S. 22nd Avenue, Mail Drop PM00 Phoenix, Arizona 85017

State Finance - Receivable: Contact
Arizona Department of Transportation
Attn: Accounts Receivable
206 S. 17th Avenue, MD 204B
Phoenix, AZ 85007

City of Glendale City Manager's Office 5850 West Glendale Avenue Glendale, AZ 85301 Fax: (623) 847-1399

City Finance - Contact

City of Glendale Transportation Services 5800 West Glenn Drive Glendale, AZ 85301 Fax: (623) 915-1029

State Finance – Payable: Contact
Arizona Department of Transportation
Attn: Accounts Payable
206 S. 17th Avenue, MD 203B
Phoenix, AZ 85007

14. In accordance with Arizona Revised Statutes § 11-952, (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY		ENIC	L A I	

STATE OF ARIZONA

Department Of Transportation

ByED BEASLEY City Manager	By:ROBERT SAMOUR, P.E. Deputy State Engineer, Valley Transportation
ATTEST:	
By	

JPA11-054-Glandale SR303L, Camelback-Glandale FINAL#2 -01Dec2011-lg

City Clerk

IGA/JPA 11-054 I

ATTORNEY APPROVAL FORM FOR THE CITY OF GLENDALE

I have reviewed the above referenced Intergovernmental Agreement between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF GLENDALE, pursuant to Arizona Revised Statutes § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the CITY OF GLENDALE under the laws of the STATE OF ARIZONA.

No opinion is expressed as	s to the authority of the State to enter	r into this Agreement
DATED this	day of	, 2011.
	City Attorney	

Engineer's Estimate JPA 11-054 Date: August 18, 2011

XHIBIT A

SUMMARY OF COSTS
TO BE PAID BY CITY OF GLENDALE (COG)
PROJECT NO. 303 MA 107 H7873 01C
FEDERAL AID NO. 303-A(202)A

SR 303L SEGMENT 3
CAMELBACK RD TO GLENDALE AVE

	ITEM		DESIGN	CONS	CONSTRUCTION		TOTAL	DESCRIPTION
-	TRACS NO. H7873 01C SR 303L SEGMENT 3, CAMELBACK RD TO GLENDALE AVE	↔	672.00	₩	8,012.00 \$	&	8,684.00	8,684.00 The City of Glendale has requested the following: Design and construct a 12" HDPE pipe sleeve to cross Glendale Avenue for future landscape irrigation water delivery pipe.
N	TRACS NO. H7873 01C SR 303L SEGMENT 3, CAMELBACK RD TO GLENDALE AVE	₩	314.00	⇔	3,745.00	↔	4,059.00	4,059.00 The City of Glendale has requested the following: apply additional accent colors to the aesthetic features on the Glendale and Bethany Home bridges (abutments, wingwalls, and bridge barriers).

11,757.00 \$

\$ 00.986

TOTALS

Engineer's Estimate JPA 11-054 Date: August 18, 2011

EXHIBIT'A'

TO BE PAID BY CITY OF GLENDALE (COG) PROJECT NO. 303 MA 107 H7873 01C **FEDERAL AID NO. 303-A(202)A**

CAMELBACK RD TO GLENDALE AVE SR 303L SEGMENT 3

_	Т	Το	<u>.</u>	8	_	_	T -	0	0	10	9	(B)	· 	To	0	0		To	S
Amount		5.950.00		5.950.00				60.00	119.00	595.00	\$774.00	\$6,724.00		605.00	336.00	672.00		347.00	00 800 00
		69		69		\perp	L	69	69	69	L			69	69	€9	L	49	L
Unit Price		\$35.00					0.00%	1% of (A)	2% of (A)	10% of (A)				9% of (B)	5% of (B)	10% of (B)		5.16% of (B)	
Quantity		170					-	-	-	-									
ii.		LFT.					L.SUM	L.SUM	L.SUM	L.SUM						i			
Item Description	ITEM 1: 12" HDPE PIPE SLEEVE FOR FUTURE LANDSCAPE IRRIGATION DELIVERY PIPE	PIPE (12" HDPE SLEEVE)		SUBTOTAL ITEM 1(A)		GENERAL CONSTRUCTION ITEMS	MAINTENANCE OF TRAFFIC SHARE1	CONSTRUCTION SURVEYING AND LAYOUT SHARE ²	CONTRACTOR QUALITY CONTROL SHARE ³	MOBILIZATION SHARE⁴	GENERAL CONSTRUCTION SUBTOTAL	SUBTOTAL CONSTRUCTION COST ITEM 1(B)		CONSTRUCTION ENGINEERING AND ADMINISTRATION ⁵	CONSTRUCTION CONTINGENCIES (5%)	DESIGN ENGINEERING AND ADMINISTRATION®		ESTIMATED INDIRECT COSTS (5.16%) ⁷	TOTAL INTERNA
ITEM NO.		8080551																	

Maintenance of Traffic does not apply to this item of work.
 Construction Surveying and Layout was calculated on a percentage basis (1% fixed rate) of the City's items (Item A).

3. Contractor Quality Control was calculated on a percentage basis (2% fixed rate) of the City's items (Item A).

Mobilization was calculated on a percentage basis (10% fixed rate) of the City's items (fem A).
 Construction Engineering and Administration is calculated on a percentage basis (9% fixed rate) of the City's Construction Cost (Item B).
 Design Engineering and Administration was calculated on a percentage basis (10% fixed rate) of the City's Costruction Cost (Item B).
 Indirect Cost is an estimate and subjet to change.

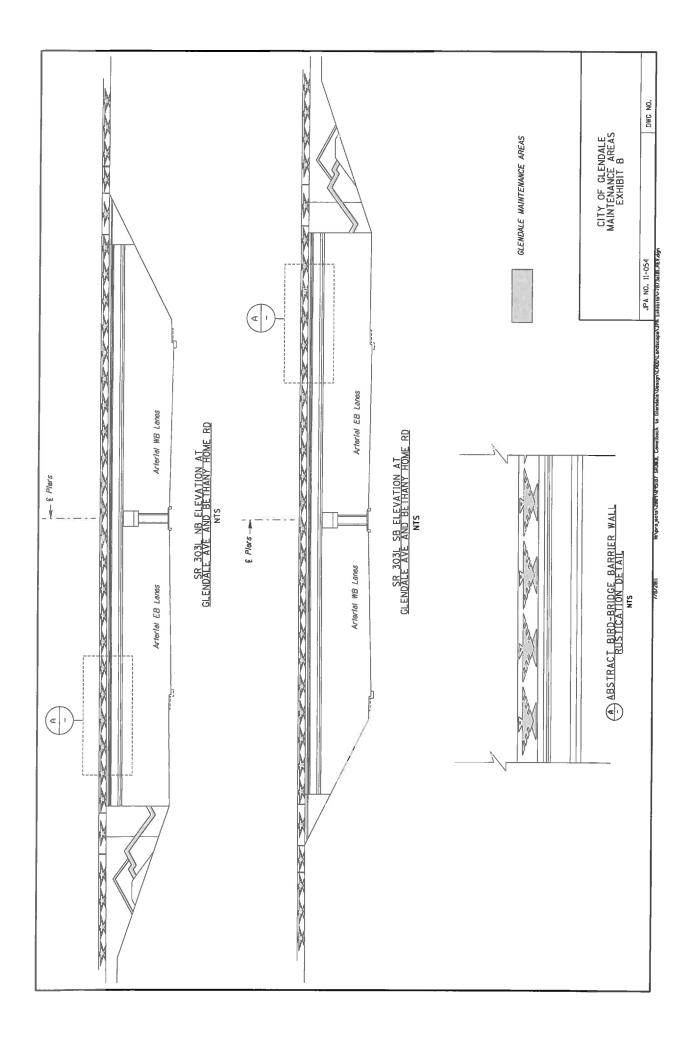
JPA 11-054 Date: August 18, 2011 Engineer's Estimate

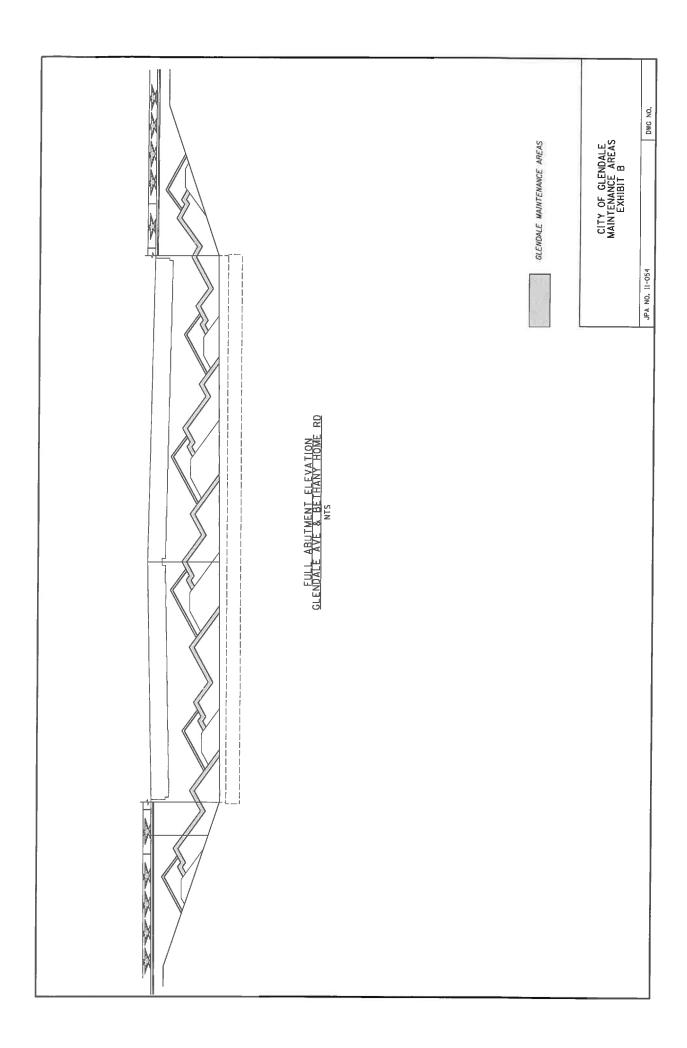
EXHIBIT'A'

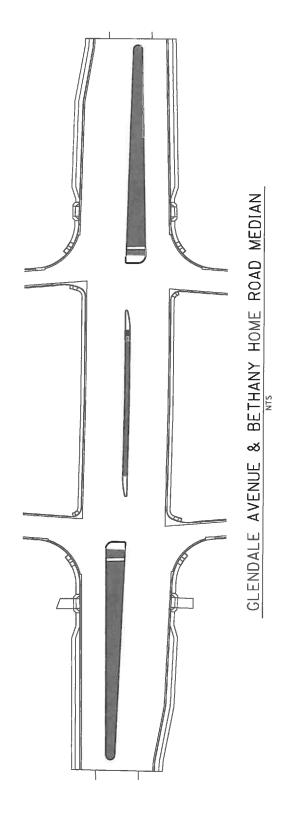
TO BE PAID BY CITY OF GLENDALE (COG) PROJECT NO. 303 MA 107 H7873 01C **FEDERAL AID NO. 303-A(202)A**

CAMELBACK RD TO GLENDALE AVE SR 303L SEGMENT 3

- Maintenance of Traffic does not apply to this item of work.
 Construction Surveying and Layout was calculated on a percentage basis (1.0% fixed rate) of the City's items (Item A).
 Contractor Quality Control was calculated on a percentage basis (2% fixed rate) of the City's items (Item A).
 Mobilization was calculated on a percentage basis (10.0% fixed rate) of the City's Item A).
 Construction Engineering and Administration is calculated on a percentage basis (9.0% fixed rate) of the City's Construction Cost (Item B).
 Design Engineering and Administration was calculated on a percentage basis (10% fixed rate) of the City's Costruction Cost (Item B).
 Indirect Cost is an estimate and subjet to change.







GLENDALE AREAS TO BE MAINTAINED

EXHIBIT C CAMELBACK RD TO GLENDALE AVE JPA 11-054

ADOT File No.: IGA/ JPA 11- 049 I
AG Contract No.: P001-2011-003636
Project: SR303L (Design & Construction)
Section: Glendale Avenue to Peoria Avenue

TRACS No.: H7874 01C
MAG TIP NO.: DOT12-121
Budget Source Item No.: 44112 /

City Enhancements

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF GLENDALE

THIS AGREEMENT is entered into this date	, 2011, pursuant to
the Arizona Revised Statutes § 11-951 through § 11-954, as amended, the	between the STATE OF
ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY
OF GLENDALE, acting by and through its MAYOR and CITY COUNCIL (the	'City"). The City and the
State are collectively referred to as the "Parties".	

I. RECITALS

- 1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
- 2. The City is empowered by Arizona Revised Statues § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
- 3. The State has programmed for the design and construction work to widen State Route 303L (SR 303L) to a six (6) lane divided freeway from Glendale Avenue to Peoria Avenue in Fiscal Year (FY) 2012, which includes underdeck lighting for the interim Northern Parkway Traffic Interchange (TI).
- 4. To be included with the State's construction of the SR 303L freeway, the City requests the State design and construct a number of upgrades and enhancements from approximately one-half (½) mile north of Glendale Avenue to Peoria Avenue, all within the limits of the City, herein referred to as the "Project", estimated at \$218,707.00, shown on Exhibit A, attached hereto and made a part hereof, all at the City's expense. The City is responsible for all Project design and construction costs associated with the City's requested items which includes, but is not limited to, the following:
 - a) The installation of two 4-inch conduits and four pull boxes, for the City's future intelligent transportation system (ITS) along the north side of Northern Avenue from the access control limit west of the SR 303L freeway to the access control limit east of the SR 303L freeway per the project design plans;
 - b) The installation of bridge aesthetics (two accent paints and application) for Northern Avenue, Northern Parkway and Olive Avenue, including retaining walls, abutment walls, and roadway barrier per the project design plans;
 - c) The installation of irrigation sleeves, water line segments and valve boxes for future landscape irrigation water from ½ mile north of Glendale Avenue to Peoria Avenue per the project plans. These facilities are itemized as follows:
 - 1) 119 feet of 8" DIP water line, 2 valve boxes, 64 feet of 24" HDPE sleeve under the proposed drainage channel:
 - 2) 227 feet of 6" PVC water line, 2 valve boxes, 195 feet of 12" black steel bored sleeve under the Burlington Northern Santa Fe (BNSF) Railroad right-of-way at Olive Avenue;

- 3) 533 feet of 6" PVC water line, 6 valve boxes, 413 feet of 12" HDPE sleeves at four locations that are required to be at a 9 foot depth to cross Maricopa Water District easements;
- 4) 586 feet of 12" HDPE sleeves at six locations along the corridor

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

- a. Upon execution of this Agreement, agree to be the authorized agent for and on behalf of the City for the Project. Also upon execution of this Agreement, invoice the City \$218,707.00, for the estimated costs associated with the City's requested enhancements for the Project referenced in I.4.a. through c. above, which will include fixed percentage rates for: maintenance of traffic (0%); construction surveying and layout (1%); contractor quality control (2%); mobilization (10%); construction engineering and administration (9%); construction contingencies (5%); design engineering and administration (10%); and includes applicable indirect costs (iCAP) estimate, approved by the Federal Highway Administration (FHWA), shown on Exhibit A. Upon receipt of the City's funds, apply said funds to Project TRACS No. H7874 01C.
- b. On behalf of the City, retain and contract with one or more professional design consultants (the "Consultants"), in the preparation of the design plans, specifications, and other such documents (the "Project Documents") required for the bidding and construction of the Project.
- c. Conduct monthly design and construction progress meetings. Prepare and provide the Project Documents to the City for review and comment. Confer with the City on any Project related modifications. Upon concurrence by the City, incorporate same into the State's design plans to widen the SR 303L freeway.
- d. Advertise for bids and upon approval and acceptance by the State Transportation Board, award one or more construction contract(s) for the Project. Administer the construction and make all payments to the contractor(s). Be responsible for any contractor claims for additional compensation caused by or attributable to, the State.
- e. Prior to incurring additional costs and upon concurrence by the City, invoice the City for said additional costs, should unforeseen conditions or circumstances cause an increase to the cost of the City's requested elements, which will include fixed rates as described in II.1.a. above.
- f. Upon completion of the Project, notify the City and coordinate the final inspection. Accept the Project on behalf of the Parties that the Project has been constructed in accordance with the Project Documents and that the Project has been satisfactorily completed.
- g. Upon completion and acceptance of the Project by the State, provide the City with a recapitulation of the actual Project costs, along with an invoice or reimbursement, for the difference between the amount(s) deposited by the City and the actual costs of the Project, to include fixed rates as described in II.1.a above.
- h. Grant or confirm, per established procedures of the State's Phoenix Maintenance District Permit Office, that the City has a valid annual city-wide Blanket Permit on file, for routine/normal maintenance and emergency maintenance work provided by the City within the State's rights of way.

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Agree that any new construction or installation shall require a separate permit through the State's Phoenix Maintenance District Permit Supervisor, as per the Phoenix Maintenance District's established procedures.

- i. Be responsible for maintenance of the SR 303L freeway and the structural integrity of the bridges and the retaining walls.
- j. Be responsible for the operation and maintenance of the underdeck ramp lighting and for electric power of the interim Northern Parkway TI (future Butler Avenue) until the ultimate TI construction is completed. Service will be disconnected upon completion of construction of the ultimate TI, unless the City agrees to take over operation, maintenance and electric power.

2. The City will:

- a. Upon execution of this Agreement, hereby designate the State as the authorized agent for and on behalf of the City for the design and construction of the City's requested enhancements for the Project referenced in I.4.a through c above.
- b. Upon execution of this Agreement and receipt of an invoice from the State, remit \$218,707.00, within thirty (30) days for the estimated costs associated with the City's requested enhancements for the Project referenced in I.4.a. through c. above, which will include fixed percentage rates for: maintenance of traffic (0%); construction surveying and layout (1%); contractor quality control (2%); mobilization (10%); construction engineering and administration (9%); construction contingencies (5%); design engineering and administration (10%); and includes applicable indirect costs (iCAP) estimate, approved by the Federal Highway Administration (FHWA), shown on Exhibit A.
- c. Attend monthly design and construction progress meetings. Confer with the State on any Project related contract modifications and provide written concurrence when applicable. Be responsible for any Project related design consultant or contractor claims caused by or attributable to, the City.
- d. Upon receipt of the Project Documents, review and provide comments to the State within fifteen (15) days or the specified date requested by the Project Manager.
- e. Upon notification by the State and concurrence by the City, reimburse the State within thirty (30) days of receipt of invoice for additional costs should unforeseen conditions or circumstances cause an increase to the cost of the Project, which will include fixed rates as described in II.1.a above.
- f. Upon completion of construction and notification by the State that the Project has been designed and constructed in accordance with the Project Documents, attend the final inspection with the State.
- g. Upon completion and acceptance of the Project by the State, be responsible for the actual costs incurred by the State for the Project. If necessary, reimburse the State within thirty (30) days upon receipt of an invoice, any difference between the estimated initial amount paid by the City and the actual costs of the Project, which will include fixed percentage rates and fixed costs, as referenced in II.1.a above.
- h. Obtain, per established procedures of the State's Phoenix Maintenance District Permit Office, a valid annual city-wide Blanket Permit for the routine/normal maintenance and emergency maintenance work provided by the City within the State's rights of way. Comply with all applicable permit and Certificate of Insurance requirements. Agree that any new construction or installation shall require a separate permit as per the Phoenix Maintenance District's established procedures, of which may be obtained through the Phoenix Maintenance District Office referenced herein.

Page 4 IGA/JPA 11-049 I

i. Comply with the <u>Manual on Uniform Traffic Control Devices</u> (MUTCD) (latest addition as published by the Federal Highway Administration (FHWA)) and the Arizona Supplement, as per Arizona Revised Statues § 28-641, during all maintenance operations conducted by the City on State highway rights of way. Plans will be reviewed and/or approved by and through the Arizona Department of Transportation (ADOT), Phoenix Maintenance District Permits Office.

- j. Upon completion of the Project and consistent with the City's maintenance levels, be responsible for providing the following:
 - Maintenance of two 4-inch conduits and four pull boxes, for the City's future ITS along the north side of Northern Avenue from the access control limit west of the SR303L to the access control limit east of the SR303L;
 - 2. Maintenance of and refreshment of bridge aesthetics (two accent paints only), including graffiti abatement for Northern Avenue Over-Pass (OP), Northern Parkway OP and Olive Avenue OP, including retaining walls, abutment walls, bridge piers and roadway barriers, as depicted on Exhibit B, attached hereto and made a part hereof;
 - 3. Maintenance of median pavers on Northern Avenue. Maintenance shall consist of replacing broken or missing pavers, keeping all areas free of weeds, undesirable grasses and litter, in the areas depicted on Exhibit B.
- k. Upon completion of construction of the ultimate Northern Parkway TI including the future Butler Avenue crossroad, have the option to continue with the operation and maintenance of the crossroad lighting. At such time, the City will be responsible for making arrangements with the utility company to pay for electric power.
- I. At a future date, and upon receipt of a permit as per the Phoenix Maintenance District's established procedures, be responsible for the installation and associated costs to install fiber optic cable through the conduit and connection to the City's ITS. Upon connection and energizing, be responsible for the operation, maintenance and electric power costs associated with the City's ITS.
- m. As part of the State's future SR 303L freeway, (Glendale Avenue Peoria Avenue) Landscape project, be responsible for all costs associated with furnishing the water source for the landscape irrigation of SR 303L freeway. As part of a future SR 303L freeway (Glendale Avenue Peoria Avenue) Landscape agreement and upon concurrence of both parties, the City will be responsible to provide a mutually agreed upon, fully functional irrigation system, which includes the design and construction costs of the remainder of the six inch water line and appurtenances that will connect to the sleeves and water line segments, installed with the State's H7874 01C project.

3. The Parties Agree:

- a. The estimated monetary amounts referenced in this Agreement are subject to change and can change substantially before completion of the Project.
- b. Any change or modification to the Project will only occur upon the mutual written consent of the Parties.
- c. Both Parties will perform their responsibilities consistent with the terms and conditions of this Agreement.

Page 5 IGA/JPA 11-049 I

III. MISCELLANEOUS PROVISIONS

1. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

- 2. This Agreement shall remain in full force and effect until completion of the work contemplated herein and all reimbursements; provided however, except any provisions herein for maintenance, which shall be perpetual, this Agreement may be cancelled at any time prior to the advertisement of a Project, with thirty (30) days written notice to the other Party. It is understood and agreed by both Parties that, in the event the City fails to fulfill its obligations set forth in this Agreement or withdraw its proposed plans for whatever reason, the City shall be responsible for all costs incurred by the State up to the time of the City's withdrawal/cancellation.
- 3. The State assumes no financial obligation or liability under this Agreement relative to the City's requested elements (described herein but not limited to Section I.4.a. through c.) or for any resulting construction project. The City, in regard to the City's relationship with the State only, assumes full responsibility for the design plans, specifications, reports, the engineering in connection therewith, the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof, shall be solely the liability of the City and that to the extent permitted by law, the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or nonperformance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees the City, any of its agents, officers and employees, or any of its independent Contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

Contractor and subcontractor shall procure and maintain insurance until all of their obligations have been discharged, including any warranty periods under their Contract with the City are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents representatives, employees or subcontractors.

- 4. The cost of the Project under this Agreement includes applicable indirect costs approved by the Federal Highway Administration (FHWA). "Applicable indirect costs" means costs incurred by ADOT and approved by FHWA under ADOT's indirect cost allocation proposal, pursuant to 2 CFR 225 and OMB Circular A-87.
 - 5. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.
- 6. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes § 35-214 and § 35-215 shall apply to this Agreement.
- 7. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

8. Non-Availability of Funds. Every payment obligation of State and City under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State or the City at the end of the period for which the funds are available. No liability shall accrue to the State or the City in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

If the federal funding related to this Project is terminated or reduced by the federal government, or if the federal government rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

- 9. To the extent applicable under Arizona Revised Statutes § 41-4401, each Party and its subcontractors warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Arizona Revised Statutes § 23-214(A). A breach of the above-mentioned warranty by any Party or its subcontractors shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the non-breaching Party. Each Party retains the legal right to randomly inspect the papers and records of the other Party's or its subcontractors' employees who work on this Project to ensure that the other Party or its subcontractors are complying with the above-mentioned warranty.
- 10. Pursuant to Arizona Revised Statutes § 35-391.06 and § 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operation" shall have the meanings set forth in Arizona Revised Statutes § 35-391 or and § 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.
- 11. The City and the State (Arizona Department of Transportation) (ADOT) warrants compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State (ADOT) to enable the State (ADOT) to comply with the requirements of the Act, as may be applicable.
- 12. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by Arizona Revised Statutes §12-1518, as applicable.
- 13. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation Joint Project Administration 205 S. 17th Avenue, Mail Drop 637E Phoenix, Arizona 85007-3212 Fax: 602-712-3132

<u>For Maintenance Permit – Contract</u>

Arizona Department of Transportation Phoenix Maintenance District Permits Office 2140 S. 22nd Avenue, Mail Drop PM00 Phoenix, Arizona 85017 City of Glendale City Manager's Office 5850 West Glendale Avenue Glendale, AZ 85301 Fax: (623) 847-1399

City Finance - Contact
City of Glendale
Purab Adabala
5800 West Glenn Drive
Glendale, AZ 85301
Fax: (623) 915-1029

State Finance - Receivable: Contact
Arizona Department of Transportation
Attn: Accounts Receivable
206 S. 17th Avenue, MD 204B
Phoenix, AZ 85007

State Finance – Payable: Contact
Arizona Department of Transportation
Attn: Accounts Payable
206 S. 17th Avenue, MD 203B
Phoenix, AZ 85007

14. In accordance with Arizona Revised Statutes § 11-952, (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed	this Agreement the day and year first above written
CITY OF GLENDALE	STATE OF ARIZONA Department Of Transportation
By ED BEASLEY City Manager	ROBERT SAMOUR, P.E. Deputy State Engineer, Valley Transportation
ATTEST:	
ByPAMELA HANNA City Clerk	

JFA11-049-Glendala SR303L – Glendala - Peoria FINAL la City -110CT2011-la

IGA/JPA 11-049 I

ATTORNEY APPROVAL FORM FOR THE CITY OF GLENDALE

I have reviewed the above referenced Intergovernmental Agreement between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF GLENDALE, pursuant to Arizona Revised Statutes § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the CITY OF GLENDALE under the laws of the STATE OF ARIZONA.

No opinion is expressed a	s to the authority of the State to en	ter into this Agreement.
DATED this	day of	, 2011.
		_
	City Attorney	

EXHIBIT A

SUMMARY OF COSTS

TO BE PAID BY CITY OF GLENDALE (COG)
PROJECT NO. 303 MA 109 H787401C
FEDERAL AID NO. 303-A(203)N
SR303L SEGMENT 4
GLENDALE AVENUE TO PEORIA AVENUE

	The City of Glendale has requested the following: Design and construct 2 -4" conduits and related pull boxes in Northern Ave. for COG future ITS system.	The City of Glendale has requested the following: Design and construct partial water line and irrigation sleeves for future landscape irrigation water delivery pipe.	The City of Glendale has requested the following: Apply additional accent colors to the aesthetic features on the Northern Ave., Northern Parkway, and Olive Ave. bridges (abutments, wingwalls and bridge barriers).
	The City Design a in Northe	The City Design a sleeves f	The City Apply ad the North bridges (
TOTAL	\$29,520	\$179,225	\$9,962
CONSTRUCTION	\$27,234	\$165,349	\$9,191
DESIGN	\$2,286	\$13,876	\$771
ITEM	1 TRACS NO. H7874 01C SR 303L SEGMENT 4 GLENDALE AVE. TO PEORIA AVE.	2 TRACS NO. H7874 01C SR 303L SEGMENT 4 GLENDALE AVE. TO PEORIA AVE.	3 TRACS NO. H7874 01C SR 303L SEGMENT 4 GLENDALE AVE. TO PEORIA AVE.
- 1	-	•	

TOTALS

JPA 11-049 Date: November 28, 2011 Engineer's Estimate

EXHIBIT A

GLENDALE AVENUE TO PEORIA AVENUE PROJECT NO. 303 MA 109 H787401C **FEDERAL AID NO. 303-A(203)N** SR303L SEGMENT 4

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Amount		415 600 00	00.000,C1¢	\$2,025.00	\$2,600.00	\$20.225.00		,	4909 00	\$40E.00	00.0014	\$2,023.00	\$2,630.00	\$22.855.00		\$2.057.00	64 440 00	91,143.00	\$4,286.UU		\$1,178.00	\$29,520.00	
Unit Price		\$19.00	W1E.00	\$675.00	\$2,600.00			%00.0	1% of (A)	2% of (A)	100/ -1/4/	10% or (A)				9% of (R)	5% of (B)	(2) 100/0	(a) IO %OI	(C) 1000 E	3.10% UI (D)		
Quantity		1 300	20,	9	-			-	-	-		-											
Cuit		E.		EACH	EACH			L.SUM	L.SUM	L.SUM	CLIM	L.GOIM											
Item Description	ITEM 1: 2-4" CONDUITS AND PULL BOXES FOR FUTURE COG ITS	ELECTRICAL CONDUIT (2-4") (PVC)	PULL BOX (NO. 7) (WITH EXTENSION) (CITY OF GI ENDAI E)		PULL BOX (NO. 9) (CITY OF GLENDALE)	SUBTOTAL ITEM 1(A)	GENERAL CONSTRUCTION ITEMS	MAINTENANCE OF TRAFFIC SHARE¹	CONSTRUCTION SURVEYING AND LAYOUT SHARE ²	CONTRACTOR QUALITY CONTROL SHARE ³	MOBILIZATION SHARE ⁴		GENERAL CONSTRUCTION SUBTOTAL	SUBTOTAL CONSTRUCTION COST ITEM 1(B)		CONSTRUCTION ENGINEERING AND ADMINISTRATION ⁵	CONSTRUCTION CONTINGENCIES (5%)	DESIGN ENGINEERING ADMINISTRATION ⁶		ESTIMATED INDIRECT COSTS (5.16%)?		TOTAL ITEM 1	
Item NO		7320294	7320456	7990460	/320400																		

- 1. Maintenance of Traffic does not apply to this item of work.
- 2. Construction Surveying and Layout was calculated on a percentage basis (1% fixed rate) of the City's items (Item A).
 - 3. Contractor Quality Control was calculated on a percentage basis (2% fixed rate) of the City's items (item A).
- Mobilization was calculated on a percentage basis (10% fixed rate) of the City's items (Item A).
 Construction Engineering and Administration is calculated on a percentage basis (9% fixed rate) of the City's Construction Cost (Item B).
 Design Engineering Administration was calculated on a percentage basis (10% fixed rate) of the City's Costruction Cost (Item B).
 Indirect Cost is an estimate and subjet to change.

Engineer's Estimate JPA 11-049

Date: November 28, 2011

EXHIBIT A

GLENDALE AVENUE TO PEORIA AVENUE PROJECT NO. 303 MA 109 H787401C FEDERAL AID NO. 303-A(203)N SR303L SEGMENT 4

Itет No	Item Description	Duit	Ottantify	I Init Price	Amount
	ITEM 2: WATERLINE & SLEEVES FOR FUTURE LANDSCAPE IRRIGATION WATER DELIVERY PIPE		(managed and managed and manag		The state of the s
5019007	PIPE (IRRIGATION SLEEVE) (12" - BORED)	LFI.	195	\$110.00	\$91 AED DO
5019008	PIPE (IRRIGATION SLEEVE) (12")	L.F.	666	\$32.00	0.05t,130.00
8080287	PIPE (PVC) (6") (CLASS 200)	L.F.	658	\$35.00	\$23,030,00
8080647	VALVE BOX (TYPE A) (FRAME AND COVER)	EACH	10	\$450.00	\$4 500 00
8082108	PIPE, DUCTILE IRON, 8"	LFT.	119	\$150.00	\$17.850.00
9240145	MISCELLANEOUS WORK (24" HDPE CASING)	L.FT.	64	\$375.00	\$24,000.00
	SUBTOTAL ITEM 2(A)				\$122,798.00
	GENERAL CONSTRUCTION ITEMS				
	MAINTENANCE OF TRAFFIC SHARE¹	L.SUM	-	0.00%	
	CONSTRUCTION SURVEYING AND LAYOUT SHARE ²	L.SUM	+	1% of (A)	\$1,228.00
	CONTRACTOR QUALITY CONTROL SHARE®	L.SUM	-	2% of (A)	\$2,456.00
	MOBILIZATION SHARE⁴	L.SUM	-	10% of (A)	\$12,280.00
	GENERAL CONSTRUCTION SUBTOTAL				\$15,964.00
	SUBTOTAL CONSTRUCTION COST ITEM 2(B)				\$138,762.00
	CONSTRUCTION ENGINEERING AND ADMINISTRATION ⁵			9% of (B)	\$12,489.00
	CONSTRUCTION CONTINGENCIES (5%)			5% of (B)	\$6,938.00
	DESIGN ENGINEERING ADMINISTRATION®			10% of (B)	\$13.876.00
	ESTIMATED INDIRECT COSTS (5.16%)7			5.16% of (B)	\$7,160.00
	TOTAL ITEM 2				\$179,225.00

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- 1. Maintenance of Traffic does not apply to this item of work.

 2. Construction Surveying and Layout was calculated on a percentage basis (1% fixed rate) of the City's items (Item A).
 - 3. Contractor Quality Control was calculated on a percentage basis (2% fixed rate) of the City's Items (Item A).
- Mobilization was calculated on a percentage basis (10% fixed rate) of the City's items (Item A).
 Construction Engineering and Administration is calculated on a percentage basis (9% fixed rate) of the City's Construction Cost (Item B).
 Design Engineering Administration was calculated on a percentage basis (10% fixed rate) of the City's Costruction Cost (Item B).
 Indirect Cost is an estimate and subjet to change.

Engineer's Estimate JPA 11-049

Date: November 28, 2011

EXHIBIT A

PROJECT NO. 303 MA 109 H787401C **FEDERAL AID NO. 303-A(203)N** SR303L SEGMENT 4

GI FNDAI E AVENITE TO DECIDIA AVENITE

					3							<u>@</u>	:						
	Amount		\$3.582.00	\$3,243.00	\$6,825.00			\$68.00	\$137.00	\$683.00	\$888.00	\$7,713.00		\$694.00	\$386.00	\$771.00	\$398.00	\$9,962.00	
	Unit Price		\$1.50	\$1.50			0.00%	1% of (A)	2% of (A)	10% of (A)				9% of (B)	5% of (B)	10% of (B)	5.16% of (B)		
	Quantity	,	2,388	2,162			-	-	-	-									
/ENUE	Unit		SQ.FT.	SQ.FT.			L.SUM	L.SUM	L.SUM	L.SUM									
GLENDALE AVENUE 10 PEORIA AVENUE	Item Description	ITEM 3: ADDITIONAL ACCENT COLOR FOR BRIDGE AESTHETICS	ADDITIONAL ACCENT COLORS (BRIDGE BARRIER)	ADDITIONAL ACCENT COLORS (BRIDGE ABUTMENTS & WINGWALLS)	SUBTOTAL ITEM 3(A)	GENERAL CONSTRUCTION ITEMS	MAINTENANCE OF TRAFFIC SHARE'	CONSTRUCTION SURVEYING AND LAYOUT SHARE ²	CONTRACTOR QUALITY CONTROL SHARE®	MOBILIZATION SHARE⁴	GENERAL CONSTRUCTION SUBTOTAL	SUBTOTAL CONSTRUCTION COST ITEM 3(B)		CONSTRUCTION ENGINEERING AND ADMINISTRATION ⁵	CONSTRUCTION CONTINGENCIES (5%)	DESIGN ENGINEERING ADMINISTRATION®	ESTIMATED INDIRECT COSTS (5.16%)?	TOTAL ITEM 3	
	Item No		XXXXXXX	XXXXXXX															

- 1. Maintenance of Traffic does not apply to this item of work.

- Construction Surveying and Layout was calculated on a percentage basis (1% fixed rate) of the City's items (Item A).
 Contractor Quality Control was calculated on a percentage basis (2% fixed rate) of the City's items (Item A).
 Mobilization was calculated on a percentage basis (10% fixed rate) of the City's items (Item A).
 Construction Engineering and Administration is calculated on a percentage basis (9% fixed rate) of the City's Construction Cost (Item B).
 Design Engineering Administration was calculated on a percentage basis (10% fixed rate) of the City's Costruction Cost (Item B).
 Indirect Cost is an estimate and subjet to change.

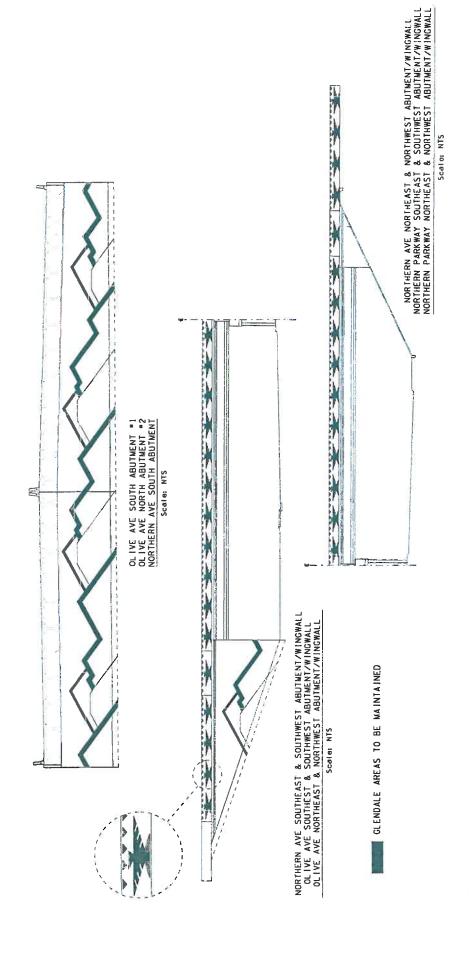


Exhibit B SR 303 – Glendale Ave to Peoria Ave, Glendale Maintenance Areas JPA 11–049

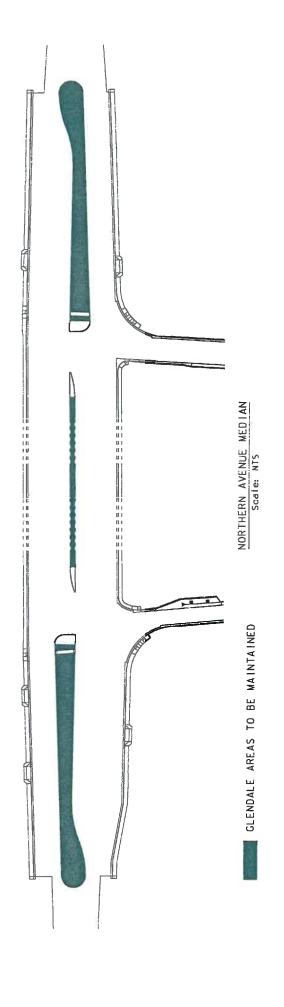


Exhibit B SR 303 – Glendale Ave to Peoria Ave, Glendale Maintenance Areas JPA 11-049

RESOLUTION NO. 4535 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT TWO TO THE INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, THE MARICOPA ASSOCIATION OF GOVERNMENTS, AND THE CITY OF PEORIA FOR THE BEARDSLEY ROAD CONNECTOR PROJECT.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that Amendment Two to the Intergovernmental Agreement with the State of Arizona, the Maricopa Association of Governments, and the City of Peoria for the Beardsley Road Connector Project (IGA/JPA 07-103 I/AMENDMENT TWO) be entered into, which amendment is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said amendment on behalf of the City of Glendale.

PASSED, ADOPTED AND APPRO Glendale, Maricopa County, Arizona, this	VED by the Mayor and Council of the City of, 2012.
ATTEST:	MAYOR
City Clerk (SEAL)	
APPROVED AS TO FORM:	
City Attorney	
REVIEWED BY:	
City Manager	

iga adot Amend2.doc

Business-Voting Agenda

01/10/2012

TO:

Honorable Mayor and City Council

FROM:

Ed Beasley, City Manager

PRESENTED BY:

Jamsheed Mehta, AICP, Executive Director, Transportation Services

SUBJECT:

AMENDMENT TO THE INTERGOVERNMENTAL

AGREEMENT FOR THE BEARDSLEY ROAD

CONNECTOR PROJECT

Purpose

This is a request for City Council to adopt a resolution authorizing the City Manager to enter into amendment number two to the intergovernmental agreement (IGA) with the Arizona Department of Transportation (ADOT), the Maricopa Association of Governments (MAG), and the City of Peoria for construction of the Beardsley Road Connector project.

Council Strategic Goals or Key Objectives Addressed

This request supports Council's goal of one community with high-quality services for citizens by improving and providing transportation options within the city.

Background

The Beardsley Connector Project along Loop 101 was completed on May 7, 2011. There are no Glendale funds in this project, however, Glendale is a party to the original IGA and is required to approve all amendments. Glendale has no project responsibilities other than to grant Peoria a permit for routine maintenance and maintenance of traffic control devices within Glendale's jurisdiction along the Loop 101 frontage road from 75th Avenue to the Union Hills Drive Traffic Interchange.

An amendment of the approved IGA is required due to changes in maintenance responsibilities from ADOT to the City of Peoria regarding the frontage road between 75th Avenue and Union Hills Drive.

Previous Council/Staff Actions

On May 11, 2010, Council approved an amendment to the IGA with ADOT, MAG, and the City of Peoria for changes in funding sources and clarification of responsibilities among other parties in the IGA.

On September 23, 2008, Council approved the original IGA with ADOT, MAG, and City of Peoria for the design and construction of the Beardsley Road Connector Project and the widening of the Union Hills Drive Interchange.

Community Benefit

The Beardsley Road Connector Project provides access to Loop 101 from the northern portion of Peoria and the Northwest Valley. This project also improves traffic flow and relieves congestion at 83rd Avenue and Union Hills Drive, the Union Hills Interchange at Loop 101, and 75th Avenue at Loop 101 in Glendale.

Recommendation

Waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into amendment number two to the intergovernmental agreement with the Arizona Department of Transportation, Maricopa Association of Governments, and the City of Peoria for changes in maintenance responsibilities between ADOT and the City of Peoria for the Beardsley Road Connector Project.

Ed Beasley City Manager



Attachment Memorandum

DATE:

01/10/2012

TO:

Ed Beasley, City Manager

FROM:

Jamsheed Mehta, AICP, Executive Director, Transportation Services

SUBJECT:

AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT

FOR THE BEARDSLEY ROAD CONNECTOR PROJECT

1. Resolution

2. Amendment #2

ADOT File No.: IGA/JPA 07-103 I AMENDMENT TWO

AG Contract No.: P001-2008-003955
Project: SR 101L, Union Hills Drive
Traffic Interchange Widening
TRACS No.: H717001D/01C

City Funded Project: Beardsley Connector TRACS No.: H 707601D/01C

Section: 75th Avenue – Union Hills Drive Budget Source Item No.: MAINTAGR

AMENDMENT TWO INTERGOVERNMENTAL AGREEMENT

AMONG
THE STATE OF ARIZONA,
THE MARICOPA ASSOCIATION OF GOVERNMENTS,
THE CITY OF PEORIA
AND
THE CITY OF GLENDALE

THIS AGREEMENT is entered into this date

PLEASE DO NOT ENTER

, 2011, as Amendment

Two, to JPA No. 07-103I, Amendment One, A.G. Contract No.: P001-2008-003955, executed

August 9th, 2010, pursuant to the Arizona Revised Statutes § 11-951 through § 11-954, as amended,
among the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the
"State"), the MARICOPA ASSOCIATION OF GOVENMENTS, acting by and through its REGIONAL
COUNCIL ("MAG"), the CITY OF PEORIA, ARIZONA, acting by and through its CITY COUNCIL
("Peoria") and the CITY OF GLENDALE, acting by and through its MAYOR and CITY COUNCIL
("Glendale"), collectively referred to as the "Parties".

I. RECITALS

- 1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the State.
- 2. MAG is empowered pursuant to its Articles of Incorporation and By-Laws and by Arizona Revised Statutes § 28-7010 to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of MAG.
- 3. Peoria is empowered by Arizona Revised Statues § 11-952 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of Peoria.
- 4. Glendale is empowered by Arizona Revised Statute § 11-952 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of Glendale.

The original Agreement (JPA 07-103I) was amended in its entirety under Amendment One. Due to changed conditions relative to the maintenance responsibilities by the Parties, it is necessary to amend Amendment One to reflect said changed conditions.

THEREFORE, in consideration of the mutual understanding expressed herein among the Parties, changes to the maintenance responsibilities are incorporated as Amendment Two as follows:

III. SCOPE OF WORK

1. The State will:

Article 1 Paragraph p. is amended and replaced in full as follows:

Upon completion and acceptance of the Combined Project by the State, be responsible for:

- The electric power for street lighting along the newly constructed SR 101L frontage road from 75th Avenue traffic interchange to Union Hills Drive traffic interchange;
- The operation and maintenance of the frontage road lighting from 75th Avenue traffic interchange to the Union Hills Drive traffic interchange;
- The structural integrity of the U-Turn structure portion of the Combined Project, including entrance and exit ramps;
- The major rehabilitation of the frontage road from 75th Avenue Union Hills Drive traffic interchange;
- The routine/normal maintenance of the frontage road from 75th Avenue to the exit ramp (Beardsley Ramp C) back of gore, the area between the access control fence and the 12-foot inside lane of the frontage road, between the exit ramp (Beardsley Ramp C) back of gore and entrance ramp (Beardsley Ramp D) back of gore, the frontage road from the entrance ramp (Beardsley Ramp D) back of gore to Union Hills Drive;
- Maintaining the inside strip of the 12-foot inside lane of the frontage road as part of the routine maintenance referenced above;
- The signs on sign structures, sign structures;
- The concrete barrier, ADIEM end treatments;

as shown on Amended Exhibit F, attached hereto and made a part hereof.

3. Peoria will:

Article 3 Paragraph k. n. and p. are amended and replaced in full as follows:

- k. Obtain a valid annual Permit from Glendale to maintain traffic control devices including traffic signs, pavement markings, street lights, and routine/normal street maintenance and emergency maintenance work provided by Peoria within Glendale's rights of way on Beardsley Road. Agree that any new construction or installation shall require a separate permit
- n. Upon completion and acceptance of the Combined Project by the State and in accordance with the attached **Roles and Responsibilities**, be responsible for:
 - The routine/normal street maintenance and emergency maintenance work for the southbound frontage road, excluding the frontage road from 75th Avenue to the exit ramp (Beardsley Ramp C) back of gore, the area between the access control fence and the 12-foot inside lane of the frontage road, between the exit ramp (Beardsley Ramp C) back of gore and entrance ramp (Beardsley Ramp D) back of gore, and the frontage road from the entrance ramp (Beardsley Ramp D) back of gore to Union Hills Drive;
 - Maintaining pavement markings in routine/normal street maintenance area and lane lines on the frontage road;
 - The routine/normal maintenance of traffic control devices and ground mounted traffic signs;

as shown on Amended Exhibit F, at no cost to Glendale.

p. Obtain clearance from Glendale when lane closures on Beardsley Road are required during the peak periods or when closures exceed one hour. Obtain a separate permit from Glendale if any new construction or installations are necessary.

4. Glendale will:

Article 4 Paragraph a. and c. are amended and replaced in full as follows:

- a. Grant Peoria a permit to access Glendale's jurisdictional limits for the routine/normal maintenance and emergency maintenance work provided by Peoria within Glendale's jurisdiction and to maintain traffic control devices including traffic signs, pavement markings, and street lights, on Beardsley Road.
- c. Permit Peoria to utilize traffic control for normal maintenance activities during non-peak periods of traffic operations on Beardsley Road. Glendale's permission will be required if lane closures are required during the peak periods or when closures exceed one hour. Agree any new construction or installation shall require a separate permit.

IV. MISCELLANEOUS PROVISIONS

1. This Amendment shall become effective upon the signing and dating of the Determination Letter by the State's Attorney General.

Paragraph 5, 6, 7, 12 and 13 are updated to read as follows:

- 5. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes § 35-214 and § 35-215 shall apply to this Agreement.
- 6. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, U.S.C. Volume 42, Sections 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona, and is incorporated herein by reference regarding "Non-Discrimination."
- 7. Non-Availability of Funds. Every payment obligation of State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

If the federal funding related to this Project is terminated or reduced by the federal government, or if the federal government rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

12. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 631E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax
City of Peoria
Attn: City Engineer
9875 N. 85th Avenue
Peoria, Arizona 85345
(623) 773-7367
(623) 773-7211 Fax

Maricopa Association of Governments
Executive Director
302 North 1st Avenue, Suite 300
Phoenix, AZ 85003
(602) 254-6309 Fax

City of Glendale
Attn: City Manager
5850 W. Glendale Avenue
Glendale, Arizona 85301
(623) 930-2000
(623) 847-1399 Fax

with a copy to:
Glendale City Attorney
5850 W. Glendale Avenue
Glendale, Arizona 85301

For Financial Matters – Contact:

Arizona Department of Transportation
Financial Management Services
206 S. 17th Avenue, MD 200B
Phoenix, AZ 85017

For Maintenance Permit - Contact:

Arizona Department of Transportation Phoenix Maintenance District Permits Office 2140 S 22nd Ave, Mail Drop PM00 Phoenix, AZ 85017

13. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

Paragraphs 14 and 15 are added to as follows:

- 14. The Cities, MAG and the State (Arizona Department of Transportation) (ADOT) warrants compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Cities and MAG will provide information that is requested by the State (ADOT) to enable the State (ADOT) to comply with the requirements of the Act, as may be applicable.
- 15. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

EXCEPT AS AMENDED herein, all other terms and conditions of Amendment One remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this agreement the day and year first above written.

CITY OF PEORIA	CITY OF GLENDALE
BOB BARRETT Mayor	By ELAINE M. SCRUGGS Mayor
ATTEST:	ATTEST:
By WANDA NELSON City Clerk	By PAMELA HANNA City Clerk
MARICOPA ASSOCIATION OF GOVERNMENTS	STATE OF ARIZONA Department of Transportation
By DENNIS SMITH Executive Director	ByROBERT SAMOUR, P.E. Deputy State Engineer, Valley Transportation

IGA/JPA 07-103 I AMENDMENT TWO

ATTORNEY APPROVAL FORM FOR THE CITY OF GLENDALE

I have reviewed the above referenced Intergovernmental Agreement between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, INTERMODEL DIVISION,, the MARICOPA ASSOCIATION OF GOVERNMENTS, the CITY OF PEORIA and the CITY OF GLENDALE, an Agreement among public agencies which has been reviewed pursuant to Arizona Revised Statues § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the CITY under the laws of the STATE OF ARIZONA.

DATED this	, day of, 2011
	City Attorney

No opinion is expressed as to the authority of the State to enter into this Agreement.

IGA/JPA 07-103 I AMENDMENT TWO

ATTORNEY APPROVAL FORM FOR THE CITY OF PEORIA

I have reviewed the above referenced Intergovernmental Agreement between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, INTERMODEL DIVISION, the MARICOPA ASSOCIATION OF GOVERNMENTS, the CITY OF PEORIA and the CITY OF GLENDALE, an Agreement among public agencies which has been reviewed pursuant to Arizona Revised Statues § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the CITY under the laws of the STATE OF ARIZONA.

DATED this		_ day of	, 2011
	City Attorney		-

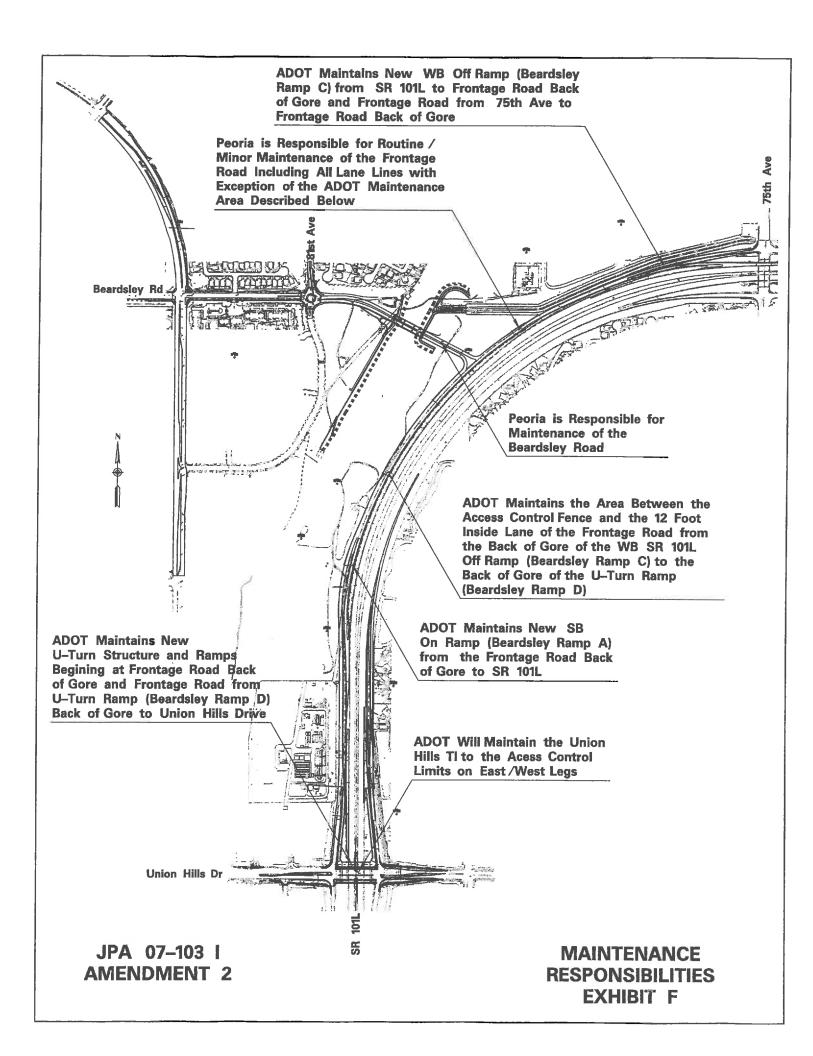
No opinion is expressed as to the authority of the State to enter into this Agreement.

IGA/JPA 07-103 I AMENDMENT TWO

ATTORNEY APPROVAL FORM FOR MARICOPA ASSOCIATION OF GOVERNMENTS

I have reviewed the above referenced Intergovernmental Agreement between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, INTERMODEL DIVISION, the MARICOPA ASSOCIATION OF GOVERNMENTS, the CITY OF PEORIA and the CITY OF GLENDALE, an Agreement among public agencies which has been reviewed pursuant to Arizona Revised Statues § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the MAG REGIONAL COUNCIL under the laws of the STATE OF ARIZONA.

No opinion is express	sed as to the authority of the State to	enter into this Agreement.
DATED this _	day of	, 2011
-		
	MAG Regional Council Attorney	



Business-Voting Agenda

01/10/2012

TO:

Honorable Mayor and City Council

FROM:

Ed Beasley, City Manager

PRESENTED BY:

Craig Johnson, P.E., Executive Director, Water Services

SUBJECT:

AWARD OF BID FOR OCOTILLO ROAD MANHOLE

REHABILITATION

Purpose

This is a request for City Council to award a bid and authorize the City Manager to enter into a construction agreement with Southwest Environmental Testing, Inc. in an amount not to exceed \$103,965 for the rehabilitation of nine sewer manholes in Ocotillo Road from 58th Avenue to 63rd Avenue.

Council Strategic Goals or Key Objectives Addressed

This project will support Council's goal of one community with high-quality services for citizens by maintaining the operational reliability of the city's wastewater collection system.

Background

The city has identified various sewer manholes in its wastewater collection system in need of rehabilitation. These improvements will ensure the continued operation of the collection system and decrease maintenance issues within the system.

An Invitation to Bid was issued for construction of the project and two bids were received. Southwest Environmental Testing, Inc. submitted the lowest responsive and qualified bid. Construction is scheduled to begin in late January and completion is anticipated by mid-February. During this construction period, the only anticipated impact to the neighborhood will be minor traffic restrictions.

Community Benefit

This project will benefit the community by maintaining the integrity of the sanitary sewer system and minimizing potential service interruptions.

Budget Impacts & Costs

Funding is available in the FY 2011-12 capital improvement plan. There are no operating costs associated with this project once it is completed.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
	X		X		\$103,965

Account Name, Fund, Account and Line Item Number:

Citywide Manhole Rehab, Account No. 2420-63024-550800, \$103,965

Recommendation

Award the bid and authorize the City Manager to enter into a construction agreement with Southwest Environmental Testing, Inc. in an amount not to exceed \$103,965 for the construction of the Ocotillo Road Manhole Rehabilitation project.

Ed Beasley

City Manager



Attachment Memorandum

DATE:

01/10/2012

TO:

Ed Beasley, City Manager

FROM:

Craig Johnson, P.E., Executive Director, Water Services

SUBJECT:

AWARD OF BID FOR OCOTILLO ROAD MANHOLE

REHABILITATION

1. Construction Agreement

2. Map

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CONSTRUCTION AGREEMENT

This Construction Agreement	("Agreement") is entered into and effect	ive between the CITY C	F GLENDALE, an
Arizona municipal corporation	ı ("City"), and	Southwest Environmental	Testing, Inc., an Arizon	a corporation
("Contractor") as of the	day of	, 2011.		*

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in the **Notice to Contractors** and the attached **Exhibit A** ("Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project, the plans and specifications, the Information for Bidders, and the Maricopa Association of Governments ("MAG") General and Supplemental Conditions and Provisions;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Project.

- 1.1 Scope. Contractor will provide all services and material necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors, providers or consultants retained by City.
- 1.2 Documents. The following documents are, by this reference, entirely incorporated into this Agreement and attached Exhibits as though fully set forth herein:
 - (A) Notice to Contractors;
 - (B) Information for Bidders;
 - (C) MAG General Conditions, Supplemental General Conditions, Special and Technical Provisions;
 - (D) Proposal;
 - (E) Bid Bond;
 - (F) Payment Bond;
 - (G) Performance Bond;
 - (H) Certificate of Insurance;
 - (I) Appendix; and
 - (J) Plans and Addenda thereto.

Should a conflict exist between this Agreement (and its attachments), and any of the incorporated documents as listed above, the provisions of this Agreement shall govern.

1.3 Project Team.

(A) <u>Project Manager</u>. Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, to complete the project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement.

(B) Project Team.

- (1) The Project manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
- (2) Project Manager will have responsibility for and will supervise all other employees assigned to the project by Contractor.

(C) <u>Sub-contractors</u>.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.
- 2. Schedule. The Project will be undertaken in a manner that ensures it is completed in a timely and efficient manner. If not otherwise stated in Exhibit A, the Project shall be completed by no later than ninety (90) consecutive calendar days from and including the date of receipt of the Notice to Proceed.

Contractor's Work.

- 3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services and materials for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.
- 3.2 Licensing. Contractor warrants that:
 - (A) Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
 - (B) Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default of this Agreement.
- **3.3** Compliance. Services and materials will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, or other standards and criteria designated by City.
- 3.4 Coordination; Interaction.
 - (A) If the City determines that the Project requires the coordination of professional services or other providers, Contractor will work in close consultation with City to proactively interact with any other contractors retained by City on the Project ("Coordinating Entities").
 - (B) Subject to any limitations expressly stated in the budget, Contractor will meet to review the Project, schedules, budget, and in-progress work with Coordinating Entities and the City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
 - (C) If the Project does not involve Coordinating Entities, Contractor will proactively interact with

any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

- 3.5 Hazardous Substances. Contractor is responsible for the appropriate handling, disposal of, and if necessary, any remediation and all losses and damages to the City, associated with the use or release of hazardous substances by Contractor in connection with completion of the Project.
- 3.6 Warranties. At any time within two years after completion of the Project, Contractor must, at Contractor's sole expense and within 20 days of written notice from the City, uncover, correct and remedy all defects in Contractor's work. City will accept a manufacturer's warranty on approved equipment as satisfaction of the Contractor's warranty under this subsection.
- **3.7. Bonds.** Upon execution of this Agreement, and if applicable, Contractor must furnish Payment and Performance bonds as required under A.R.S. § 34-608.

4. Compensation for the Project.

- 4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Subcontractors will not exceed \$103,965.00, as specifically detailed in the Contractor's bid and set forth in Exhibit B ("Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified by the City.
 - (A) Adjustments to the Scope or Compensation require a written amendment to this Agreement and may require City Council approval.
 - (B) Additional services which are outside the scope of the Project and not contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

5. Billings and Payment.

5.1 Applications.

- (A) The Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- (B) The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

- (A) After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- (B) Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Contractor and its Sub-contractors; and
 - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.
- **Review and Withholding.** City's Project Manager will timely review and certify Payment Applications.
 - (A) If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
 - (B) City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

- (C) Contractor will provide, by separate cover, and concurrent with the execution of this Agreement, all required financial information to the City, including City of Glendale Transaction Privilege License and Federal Taxpayer identification numbers.
- (D) City will temporarily withhold Compensation amounts as required by A.R.S. 34-221(C).

6. Termination.

- 6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.
 - (A) Contractor will be equitably compensated any services and materials furnished prior to receipt of the termination notice and for reasonable costs incurred.
 - (B) Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with Project closeout and delivery of the required items to the City.
- 6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.
 - (A) Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages.
 - (B) If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. Insurance.

- 7.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):
 - (A) <u>Contractor and Sub-contractors</u>. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively, "Contractor's Policies"), until each Parties' obligations under this Agreement are completed.
 - (B) General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - Sub-contactors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, products and completed operations, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
 - (C) <u>Auto</u>. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and 1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
 - (D) Workers' Compensation and Employer's Liability. A workers' compensation and employer's

liability policy providing at least the minimum benefits required by Arizona law.

- (E) <u>Equipment Insurance</u>. Contractor must secure, pay for, and maintain all-risk insurance as necessary to protect the City against loss of owned, non-owned, rented or leased capital equipment and tools, equipment and scaffolding, staging, towers and forms owned or rented by Contractor or its Sub-contractors.
- (F) <u>Notice of Changes</u>. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.

(G) <u>Certificates of Insurance.</u>

- (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
- (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
- (3) Contractor's failure to secure and maintain Contractor Policies and to assure Subcontractor policies as required will constitute a material default under this Agreement.

(H) Other Contractors or Vendors.

- (1) Other contractors or vendors that may be contracted by Contractor with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular agreement.
- This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- (I) <u>Policies</u>. Except with respect to workers' compensation and employer's liability coverages, the City must be named and properly endorsed as additional insureds on all liability policies required by this section.
 - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and acceptable to all parties.

7.2 Sub-contractors.

- (A) Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- (B) City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this

Agreement.

(C) Contractor and Sub-contractors must provide to the City proof of Required Insurance whenever requested.

7.3 Indemnification.

- (A) To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- (B) This indemnity and hold harmless policy applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- (C) Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.
- 7.4 Waiver of Subrogation. Contractor waives, and will require any Subcontractor to waive, all rights of subrogation against the City to the extent of all losses or damages covered by any policy of insurance.

8. Immigration Law Compliance.

- 8.1 Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- Any breach of warranty under subsection 8.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 8.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 8.1 above.
- 8.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 8.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section 8.
- 8.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 8.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

- 8.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.
- 9. Conflict. Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.
- 10. Prohibitions. Contractor certifies under A.R.S. §§ 35-391 et seq. and 35-393 et seq., that it does not have, and during the term of this Agreement will not have "scrutinized" business operations, as defined in the preceding statutes, in the countries of Sudan or Iran.
- 11. Non-Discrimination Policies. Contractor must not discriminate against any employee or applicant for employment on the basis of race, religion, color sex or national origin. Contractor must develop, implement and maintain non-discrimination policies and post the policies in conspicuous places visible to employees and applicants for employment. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section.

Notices.

- 12.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
 - (A) The Notice is in writing, and
 - (B) Delivered in person or by private express overnight delivery service (delivery charges prepaid), certified or registered mail (return receipt requested).
 - (C) Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier on or before 5:00 p.m.; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
 - (D) The burden of proof of the place and time of delivery is upon the Party giving the Notice.
 - (E) Digitalized signatures and copies of signatures will have the same effect as original signatures.

12.2 Representatives.

(A) <u>Contractor</u>. Contractor's representative ("Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Southwest Environmental Testing, Inc. Attn: Don McDowell, Jr.

9452 N. 16th Street

Phoenix, AZ 85021

(B) <u>City.</u> City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale Attn: Jayme Chapin 5850 West Glendale Avenue Glendale, Arizona 85301

With required copies to:

City of Glendale

City of Glendale

City Manager 5850 West Glendale Avenue Glendale, Arizona 85301

City Attorney 5850 West Glendale Avenue Glendale, Arizona 85301

(C) <u>Concurrent Notices</u>.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be considered to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.
- (D) Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.
- 13. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.
- 14. Entire Agreement; Survival; Counterparts; Signatures.
 - 14.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.
 - (A) Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
 - (B) Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
 - (C) Any solicitation, addendums and responses submitted by the Contractor are incorporated fully into this Agreement as Exhibit A. Any inconsistency between Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

14.2 Interpretation.

- (A) The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- (B) The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- (C) The Agreement will be interpreted in accordance with the laws of the State of Arizona.
- 14.3 Survival. Except as specifically provided otherwise in this Agreement each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 14.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval.
- 14.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 14.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination

will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.

- 14.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
- 15. **Dispute Resolution.** Each claim, controversy and dispute ("Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.
- 16. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A

Project

Exhibit B

Compensation

Exhibit C

Dispute Resolution

WOMEN-OWNED/MINORITY BUSINESS [] YES [] NO

FEDERAL TAXPAYER IDENTIFICATION NO. _____

CITY OF GLENDALE TRANSACTION PRIVILEGE TAX NO.

EXHIBIT A CONSTRUCTION AGREEMENT

PROJECT

The project consists of rehabilitating nine (9) manholes in Ocotillo Road between 58th Avenue and 63rd Avenue. The manholes are located on 27-inch and 30-inch lines RCP that was installed in 1988. The manholes are 60 inches in diameter and range in depth from 14 feet to over 16 feet. This work will consist of rehabilitating the manholes back to their original profile and then lining them with an approved coating system.

EXHIBIT B CONSTRUCTION AGREEMENT

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

By bid, including all services, materials and costs.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$103,965.00.

DETAILED PROJECT COMPENSATION

As shown on page 7 of the Bid Schedule.

EXHIBIT C CONSTRUCTION AGREEMENT

DISPUTE RESOLUTION

1. Disputes.

- 1.1 <u>Commitment</u>. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 <u>Initiation</u>. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 <u>Informal Resolution</u>. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
 - (A) The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
 - (B) The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
 - (C) The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

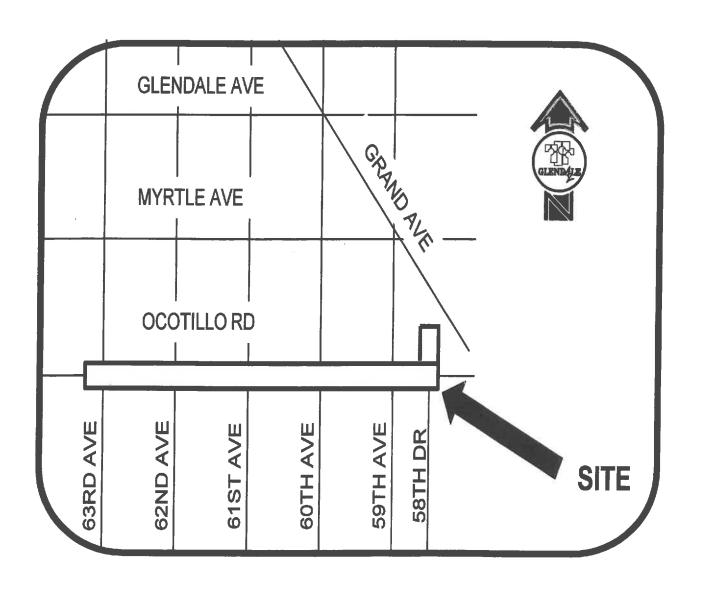
2. Arbitration.

- Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
 - (A) The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - (B) The arbitrator selected must be an attorney with at least 15 years experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 <u>Discovery</u>. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 <u>Hearing</u>. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.
- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

- 2.5 <u>Final Decision</u>. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.
- 3. Services to Continue Pending Dispute. Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.

4. Exceptions.

- 4.1 <u>Third Party Claims</u>. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.
- 4.2 <u>Liens.</u> City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
- 4.3 <u>Governmental Actions</u>. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.



OCOTILLO ROAD MANHOLE REHABILITATION

Project #101134



Business-Voting Agenda

01/10/2012

TO:

Honorable Mayor and City Council

FROM:

Ed Beasley, City Manager

PRESENTED BY:

Craig Johnson, P.E., Executive Director, Water Services

SUBJECT:

SOFTWARE MAINTENANCE AGREEMENT FOR

WATER SERVICES DEPARTMENT

Purpose

This is a request for City Council to authorize the City Manager to enter into a software maintenance agreement with GE Fanuc Intelligent Platforms, Inc. in an amount not to exceed \$58,227.14 for the Supervisory Control and Data Acquisition (SCADA) systems at all of the city's water and wastewater treatment plants.

Council Strategic Goals or Key Objectives Addressed

This request supports Council's goal of one community with high-quality services for citizens by ensuring continued performance through SCADA for the water delivery and wastewater collection systems.

Background

The City of Glendale's SCADA system allows plant operators to monitor and control water and wastewater treatment plant processes efficiently and effectively. GE Fanuc Intelligent Platforms, Inc. is the author and copyright holder of this SCADA software and the sole provider of the software maintenance and support services. The Water Services Department has contracted for the software maintenance with GE Fanuc for over five years. The agreement term shall be for one year and is not to exceed \$58,227.14.

Previous Council/Staff Actions

On December 3, 2010, the City Manager renewed the software maintenance agreement with GE Fanuc Intelligent Platforms, Inc. in the amount of \$57,781.01 for the SCADA systems at all of the city's water and wastewater treatment plants.

On February 23, 2010, Council authorized the City Manager to enter into a software maintenance agreement with GE Fanuc Intelligent Platforms, Inc. in the amount of \$54,586.87 for the SCADA systems at all of the city's water and wastewater treatment plants.

Community Benefit

The SCADA system ensures system integrity and security to aid staff in the production and delivery of high-quality water services to residents and businesses in Glendale.

Budget Impacts & Costs

Funds are available in the FY 2011-12 operating budget of the Water Services Department.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
			X		\$58,227.14

Account Name, Fund, Account and Line Item Number:

Water Services Information Management, Account No. 2360-17120-526800, \$58,227.14

Recommendation

Authorize the City Manager to enter into a software maintenance agreement with GE Fanuc Intelligent Platforms, Inc. in an amount not to exceed \$58,227.14 for the Supervisory Control and Data Acquisition systems.

Ed Beasley
City Manage



Attachment Memorandum

DATE:

01/10/2012

TO:

Ed Beasley, City Manager

FROM:

Craig Johnson, P.E., Executive Director, Water Services

SUBJECT:

SOFTWARE MAINTENANCE AGREEMENT FOR WATER

SERVICES DEPARTMENT

1. Proficy GlobalCare Assist and Complete Support Terms and Conditions



Proficy GlobalCare Assist and Complete Support Terms and Conditions

GFJ-342

- 1 Services. With respect to the Licensed Application Software (as defined in the underlying License Agreement, "Application Software"), GE Fanuc Intelligent Platforms, Inc. will provide the following services during the applicable period:
- 1.1 Telephone Support. GE Fanuc will provide support consultation to Customer regarding use and operation of the Application Software. Such consultation will include telephone call back or web-based communication and will be available 8:00 A.M. to 8:00 P.M. E.S.T. or 9:00 A.M. to 5:00 P.M. Mean Time Europe or 9:00 A.M. to 6:00 P.M. China Standard Time, as applicable, Monday through Friday, excluding holidays at the customer care location. GE Fanuc will provide the Customer with direct telephone support consultation and/or web-based communication that shall be available 24 hours a day, 7 days a week in cases of emergencies. Such emergencies include when the entire system is down or an existing mission critical product feature is inoperable resulting in disruption or product outage. GE Fanuc reserves the right to limit the number of authorized callers when deemed necessary by GE Fanuc in its sole discretion. Once such a limit has been imposed, Customer may register additional individuals for an additional fee. Customer will also have access to the Online Knowledge Base 24 hours a day, 7 days a week. The Online Knowledge Base provides access to support reference information including articles, white papers, error messages, sample code, and developer downloads. A Knowledge Base CD enables access to the Knowledge Base when not connected to the Internet. The Knowledge Base CD will be distributed to Customer (a) upon commencement of any initial or renewal GlobalCare term, and (b) at any other time upon reasonable request from Customer.
- 1.2 Problem Solving. GE Fanuc technical personnel will be assigned to attempt correction of problems in the Application Software discovered by Customer and reported to GE Fanuc in sufficient detail to permit GE Fanuc to reproduce such problems. Customers are advised that remote access trouble-shooting tools may be called for in order to assist efforts to correct problems, and that such efforts may be impaired if the customer is unable to accommodate the use of such tools. Corrections made by GE Fanuc to such problems will be available for download by Customer, or, at GE Fanuc's option, GE Fanuc may provide such problem correction through its next scheduled release of the Application Software. GE Fanuc's obligation in such regard shall be to use its reasonable efforts to correct such problems; however, GE Fanuc does not warrant that all such reported problems will be corrected. In the event a reported problem is determined to be of Customer origin, GE Fanuc may bill Customer at GE Fanuc's then current per diem rates for any time expended in an effort to correct such problem.
- 1.3 Enhancements. GE Fanuc will provide the Customer with all Service Pack enhancements for the current version of the Application Software that are released during the term of this agreement ("Service Packs"), all software improvement modules for the Application Software version that are released during the term of this agreement ("SiMs"), and all Application Software version upgrades that are released during the term of this agreement ("Upgrades"), at no additional charge, with exceptions noted as follows. GE Fanuc reserves the right to charge for significant new product functionality introduced in major product releases (Major Features). Major features are features that are incessed separately and will be additional to the base configuration that the Customer is already licensed to use. Service Packs, SIMs, and Upgrades are provided for the quantity of registered Application Software systems on site. Service Packs, SIMs, and Upgrades apply only to the Application Software and do not include any updates, enhancements, service packs, or upgrades to the operating system or other software. GE Fanuc may from time to time make other downloads such as Developer Downloads and I/O Drivers available to Customer ("Other Downloads").
- 1.4 Application Software Terms. All Service Packs, SIMs, Upgrades, corrections, updates, enhancements, documentation, modifications, Other Downloads and other such supporting materials furnished to Customer hereunder shall be considered part of the Application Software and subject to all the terms and conditions of the License Agreement, including those provisions limiting the use of the Application Software to the computer upon which it was initially installed as authorized by the License Agreement.
- 2 Warranty, GE Fanuc warrants to the Customer that services provided hereunder shall be performed in a manner consistent with standard commercial practices in the Industry. If any failure to meet this warranty appears within ninety (90) days after completion of the specific services in question, GE Fanuc will correct any such failure by reperforming any defective portion of the services furnished. If reperformance is not practicable, GE Fanuc will furnish, without charge, services in an amount essentially equal to those which, in GE Fanuc's sole judgment, would have been required for reperformance. The warranty sends and remedies set forth therein are conditioned upon: (i) proper Installation, use, and maintenance of the Application Software and the proper design and configuration of the system into which the Application Software is installed, and conformance with any applicable recommendations of GE Fanuc, and (ii) Customer promptly notifying GE Fanuc of any defects and making any personnel, software or computer systems available as necessary. The preceding sets forth the exclusive remedy for all claims based on failure of, or defect in, services provided hereunder, whether the failure or defect arises before or during the warranty period, and whether a claim, however instituted, is based on contract, indemnity, warranty, tor! (including negligence), strict liability or otherwise. Upon the expiration of the warranty period, all such liability shall terminate. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY. GE FANUC DOES NOT WARRANT ANY PRODUCTS OR SERVICES OF OTHERS WHICH CUSTOMER HAS DESIGNATED.
- 3 Limit of Liability. GE FANUC'S LIABILITY ON ALL CLAIMS OF ANY KIND, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR ALL LOSSES OR DAMAGES ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY SERVICES COVERED BY OR FURNISHED UNDER THESE TERMS AND CONDITIONS (INCLUDING REMEDIAL WARRANTY EFFORTS), OR FROM THE PERFORMANCE OR BREACH OF THESE TERMS AND CONDITIONS, SHALL IN NO CASE EXCEED THE ANNUAL CONTRACT PRICE OF THE SUPPORT SERVICES FURNISHED HEREUNDER. ALL SUCH LIABILITY SHALL TERMINATE UPON THE EXPIRATION OF THE WARRANTY PERIOD SPECIFIED IN SECTION 2 ABOVE.
- 4 Exclusion of Consequential Damages. IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL GE FANUC, ITS EMPLOYEES AND SUPPLIERS BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF ANY PROPERTY, COST OF CAPITAL, COST OF PURCHASED POWER, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF CUSTOMERS OF THE CUSTOMER FOR SUCH DAMAGES AND THE CUSTOMER WILL INDEMNIFY GE FANUC, ITS EMPLOYEES AND SUPPLIERS AGAINST ANY SUCH CLAIMS FROM THE CUSTOMER'S CUSTOMERS.
- 5 Gratultous Advice. If GE Fanuc furnishes the Customer with advice or assistance concerning any products or systems which is not required pursuant to these terms and conditions, the furnishing of such advice or assistance will not subject GE Fanuc to any liability, whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.
- 6 Restrictions on Assignment. Customer may not assign or transfer this agreement without GE Fanuc's prior written agreement.
- 7 Conditions of Service. The Application Software must be unmodified and in normal operating condition, and maintained at the latest release or revision level, and must contain the minimum equipment configuration at the revision level specified by GE Fanuc. Customer must consult with GE Fanuc before performing any upgrades on any third party software required to run the Application Software.
- 8 Term and Termination
- 8.1 GlobalCare Support dates of service will be as stated on the Customer's GlobalCare Support program certificate. Customer shall have the right to renew GlobalCare Support on a yearly basis as provided herein, subject to continuation of the program for the product(s) and payment of the applicable GE Fanuc yearly service fee then in effect.
- 8.2 GE Fanuc shall notify Customer that the applicable service period is ending, no less than thirty (30) days prior to expiration. Timely payment of the applicable yearly service fee, as provided in Section 9 below, shall extend Support Services. If payment is not received as set forth herein, Support Services will be terminated, and Customer will be placed on inactive status. The Customer may reactivate Support Services thereafter by paying a re-instatement fee.
- 8.3 GE Fanuc may alter, discontinue, or refuse to permit the renewal of, any GlobalCare Support Program with respect to any or all products at any time. Customers will be notified of any alterations or planned discontinuations in a program at the time of the commencement of any initial or renewal term of such program. In the event of a discontinuation of a program, GE Fanuc will continue to provide program support to existing Customers, subject to payment of the applicable GE Fanuc yearly service fee than in effect, until the expiration of the Customer's initial or renewal term.
- 8.4 Support Services hereunder shall automatically terminate in the event the License Agreement is terminated.
- 9 Charges and Payment Terms
- 9.1 GE Fanuc may adjust its applicable yearly service fee for GlobalCare Support either up or down for each renewal year following the initial period of its provision of GlobalCare Support, provided that GE Fanuc notifies Customer of the amount of such adjustment at least thirty (30) days in advance of each such renewal.
- 9.2 Charges for each renewal year of Support Services are due upon renewal and shall be paid within thirty (30) days of the date of GE Fanuc's invoice therefore.
- 10 Use of Technical Information. With respect to any technical information that the Customer may provide to GE Fanuc in connection with the GlobalCare Support, GE Fanuc may use such information for the limited purposes of writing and posting technical notes on the support services website and Knowledge Base CD and compiling aggregate data, for Internal use only, on the frequency and type of support services requested. GE Fanuc will not utilize such technical information in any form that personally identifies the Customer.
- 11. General Provisions.
- 11.1 These Terms and Conditions, along with any terms and conditions or documents referenced herein, contain the complete agreement between the parties, and no modification, amendment, rescission, waiver or other change will be binding on GE Fanuc unless agreed to in writing by GE Fanuc's authorized representative. Any oral or written representation, warranty, course of dealing or trade usage not contained or referenced herein will not be binding on GE Fanuc. The invalidity, in whole or part, of any sections or subsections hereof shall not affect the remainder of such section or subsection or any other section or subsection bereof.
- 11.2 This Agreement shall be governed by the laws of the State of Arizona without regard to its conflict of law provisions. The provisions of the United Nations Convention on the International Sale of Goods shall not apply to this Agreement.
- 11.3 Customer shall not transmit to GE Fanuc any information, suggestions, or ideas claimed by Customer to be confidential except pursuant to a writing, signed by an authorized representative of GE Fanuc, which identifies such information and addresses its confidentiality.



Remit Payment Only To: GE Intelligent Platforms, Inc. P.O. Box 641275 Pittsburgh, PA 15264-1275

Quote No.	Quote Date	Rev	Prepared by
1-1376783288	10/7/2011	1	Michael, Adam

Send Purchase Order and/or Correspondence to: GE Intelligent Platforms, Inc. 325 Foxborough Blvd Foxborough, MA 02035

Tel.:1-800-433-2682 (+434-978-5100) Fax:780-420-2047

City of Glendale - Cholla Water Treatment Plant	City of Glendale - Cholla Water Treatment Plant
4805 West Cholla Street Cholla Water Treatment Plant	4805 West Cholla Street Cholla Water Treatment Plant
Glendale AZ, 85304 USA	Glendale AZ, 85304 USA
Bill to Contact:	End User Contact:
Bill to CSN: 10181000	End User CSN: 10181000
Quote Expiry	Currency
1/5/2012	USD
Sales Representive	Primary Sales Representative
TMMI - Technical Marketing Manufacturing, Inc.	Michael, Adam

Line No.	Part #		Part Description		Unit Sell Price	Qty	Extended Price
		Serial # : Start Date:	100217771 11/1/2011	GlobalCare Level: End Date: PPS Keys:	Complete 10/30/2012 0		
1	001230000004	Keyless Disk (M4)			\$ 0.00	1	\$ 0.00
1.1	C647JFPLRN00150M	FIX Plus SCADA 150 I/	O Runtime (M4 Part)		\$ 0.00	1	\$ 0.00
1.1.1	100010000000	GlobalCare Complete		A REPORT OF THE REAL PROPERTY.	\$ 367.74	1	\$ 367.74
			11/1/2011	GlobalCare Level End Date. PPS Keys:	Complete 10/30/2012 0		
2	001230000004	Keyless Disk (M4)			\$ 0.00	18	\$0.00
2.1	C647IFPLDVUNLMTM	IFIX Plus SCADA Unlim	ited Development (M4 Part)		\$ 0.00	Ship The	\$ 0.00
2.11	100010000000	GlobalCare Complete			\$ 610.37		\$ 610.37
212	OC647IFAFLOVM	IFIX Optn SCADA Sync	hronization (M4 Part)		\$ 0.00	1 1 13	\$ 0.00
2.12.1	100010000000 5	GlobalCare Complete			\$ 231 20		\$ 231 20
		Serial # : Start Date:	100211585 11/1/2011	GlobalCare Level End Date: PPS Keys:	Complete 10/30/2012 0		
3	001230000004	keyless Disk (M4)			\$ 0,00	3 1	\$ 0.00
3.1	1C647/FCLNTCDVM	iFIX iClient Developme			\$0.00	9	\$0.00
3.1.1	100010000000	GlobalGare Complete			\$ 514.76	1.00	\$ 514.76
		Serial #: Start Date:	11/1/2011	GlobalCare Level: End Date: PPS Keys:	Complete 10/30/2012 0		
4	001230000004				\$ 0.00	N. PHOTO	\$ 0.00
	647IFPLDVUNLMTM		ited Development (M4 Part)		\$ 0.00		\$ 0.00
411	100010000000				\$ 1,220.74	1.	\$ 1,220.74
412	OC647IFAFLOVM	FIX Optn. SCADA Sync			\$ 0.00		\$ 0.00
41.21	100010000000	GlobalCare Complete			\$ 462.40	There I	\$ 462.40
		Serial # : Start Date:	100217770 11/1/2011	GlobalCare Level: End Date: PPS Keys:	Complete 10/30/2012 0		

5.1 1001230000004 Keyless Disk (M4) 5.1 100010000000 GlobalCare Complete	nt (M4 Part)		\$ 0.00 \$ 0.00	1 1	\$ 0.00 \$ 0.00
Serial #:	100211169 11/1/2011	GlobalCare Level: End Date:	\$ 514.76 26 Complete 10/30/2012	1 3	14.76
6 001230000004 Keyless Disk (M4) 61 IC647IFCLNTCDVM IFIX IClient Developme 61.1 100010000000 GlobalCare Complete		PPS Keys:	0 \$ 0.00 \$ 0.00	1	\$ 0.00 \$ 0.00
6.1.1 Serial # Start Date:	100211611	GlobalCare Level: End Date: PPS Keys:	\$ 514.76 Complete 10/30/2012 0	1 \$5	14.76
7 001230000004 (Keyless Disk (M4) 7.1 IC647IFCLNTCDVM IFIX IClient Developme 7.1.1 10001000000 (GlobalCare Complete			\$ 0.00. \$ 0.00 \$ 51476	16	0.00 0.00 14.76
Serial #:	100217757 11/1/2011	GlobalCare Level: End Date: PPS Keys:	Complete 10/30/2012 0		14.7.0
8 00123000001 Keyless Disk (M1) 8.1 IC647iFPLDVUNLMTK iFIX Plus SCADA Unlim 8.1.1 10001000000 GiobalCare Complete 8.1.2 91121670300C MB1 Modicon Modbus 8.1.2 1 10001000000 GiobalCare Complete 8.1.3 0C647iFAFLOVM FIX Optn SCADA Sync 8.1.3.1 100010000000 GiobalCare Complete Serial #	ted Dévelopment (M1 Kit Párt) 1 for Win 95 & NT CD Ver 7 X hronization (M4 Part)	GlobalCare Level	\$ 0.00° \$ 0.00° \$ 1,220.87° \$ 0.00° \$ 88.40° \$ 0.00° \$ 462.40° Complete	1 \$1,22 1 \$1,22 1 \$ 1 \$ \$ 1 \$ \$	0.00 0.00 20.87 0.00 88.40 0.00 62.40
	11/1/2011	End Date: PPS Keys:	10/30/2012 1		
9 001230000004 Keyless Disk (M4) 9.1 IC647IFCLNTCDVM IFIX iClient Developme 9.1.1 100010000000 GlobalCare Complete	nt (M4 Part)		\$ 0.00 \$ 0.00 \$ 51476	1 \$	0.00 0.00 14.76
Start Date:		GlobalCare Level: End Date: PPS Keys:	Complete 10/30/2012 0		
10 00123000004			\$ 0.00 \$ 0.00 \$ 514.76	3	0.00 0.00 14.76
Serial # Start Date	100211614 11/1/2011	GlobalCare Level: End Date: PPS Keys,	Complete 10/30/2012 0		
11 001230000004 Keyless Disk (M4) 11.1 10647/FCLNTCDVM FIX (Client Development 11.1.1 100010000000 Global Gare Complete			\$ 0.00 \$ 0.00 \$ 51476	1 \$	0.00 0.00 14.76
Serial # : Start Date:	100210866 11/1/2011	GlobalCare Level: End Date: PPS Keys:	Complete 10/30/2012 0		
12 001230000004 Keyless Disk (M4) 12.1 (C647IFCLNTCDVM FIX (Client Developme) 12.1.1 100010000000 (GlobalCare Complete			\$ 0,00 \$ 0,00 \$ 574.76	1	0.00 0.00 14.76
Serial # : Start Date:	100210759 11/1/2011	GlobalCare Level: End Date: PPS Keys:	Complete 10/30/2012 0		
13 001230000004 Keyless Disk (M4) 13.1 10647IFPLDVUNLMTM FIX Plus SCADA Unimi 13.1.1 10001000000 GlobalCare Gomplete 13.1.2 0C647IFAFLOVM FIX Optin, SCADA Synci 13.1.2.1 100010000000 , GlobalCare Complete	ted Development (M4 Part) hronization (M4 Part)		\$ 0.00 \$ 0.00 \$ 610.37 \$ 0.00 \$ 231.20	\$ 1	0.00 0.00 10.37 0.00
Serial #: Start Date:	100271638 11/1/2011	GlobalCare Level: End Date: PPS Keys:	Complete 10/30/2012 1		
14.1 100647JFCLNTCDVM JFJX iGlient Developmes 14.1.1 100010000000 GlobalCare Complete	nt (M4 Part)	GlobalCare Level:	\$ 0.00 \$ 0.00 \$ 514.76 Complete	1. \$	0.00 0.00 4.76
	11/1/2011	End Date: PPS Keys:	10/30/2012 0		0.00
15.1 IG647IFPLDVUNLMTM IFIX Plus SCADA Unlimi			\$0.00		0.00

.

15.1.1 100010000000 GlobalCare Complete 15.1.2 OC647IFAFLOVM IFIX Optn SCADA Synchronization (M4 Part)		\$1,220.74 1 \$0.00 1	\$ 1,220.74 \$ 0.00
15.1.2.1 100010000000 GlobalCare Complete Serial #: 100211619	GlobalCare Level	\$ 462.40	\$ 462.40
Start Date: 11/1/2011	End Date: PPS Keys:	10/30/2012 0	
16 C647IFCLNTCDVM FIX Client Development (M4 Part)		\$ 0.00 1 \$ 0.00 1	\$ 0.00
16.1.1 100010000000 GlobalCare Complete		\$ 51476 1	\$ 614.76
Serial #: 100217768 Start Date: 11/1/2011	GlobalCare Level: End Date: PPS Keys:	Complete 10/30/2012 0	
17 001230000004 Keyless Disk (M4) 17.1 IC647IFGUNTCRNM iFIX1Glient Runtime (M4 Part)		\$ 0.00 1 \$ 0.00 1	\$ 0.00 \$ 0.00
17.1.1 100010000000 GlobalCare Complete 1 1.5.5 Serial #: 100211174	GlobalCare Level:	\$ 308.86 1 1 Complete	\$ 308.86
Start Date: 11/1/2011	End Date: PPS Keys:	10/30/2012 0	
18 001230000004 Keyless Disk (M4) 18.1 IC647IFCLNTCDVM (IFIX ICHent Development (M4 Part)		\$ 0.00 1 \$ 0.00 1	\$ 0.00 \$ 0.00
18.1.1 100010000000 GlobalGare Complete		\$ 51476 1	\$ 514.76
Serial #: 100211613 Start Date: 11/1/2011	GlobalCare Level: End Date: PPS Keys:	Complete 10/30/2012 0	
19 001230000004 (Keyless:Disk (M4) 19.1 IC647IFCLNTCDVM (IFIX iGlient Development (M4 Part)		\$ 0.00 1 \$ 0.00 1	\$ 0.00
19.1.1 100010000000 1 GlobalCare Complete Serial #: 100211615	GlobalCare Level:	3 514 76 1 Complete	\$ \$514.76
Start Date: 11/1/2011	End Date: PPS Keys:	10/30/2012 0	
20 001230000004 Keyless Disk (M4) 20.1 IC647IFGLNTCDVM IFIX (Client Development (M4 Part)		\$ 0.00 1 \$ 0.00 1	\$ 0.00 \$ 0.00
20 1.1 100010000000 GlobalCare Complete Serial #: 100210831	ClabelCare Level	\$ 514.76 1	\$ 514.76
Start Date: 11/1/2011	GlobalCare Level: End Date: PPS Keys:	Complete 10/30/2012 0	
21 001230000004 Keyless Disk (M4) 21 1 IC647[FPLDVUNLMTM IFIX Plus SCADA Unlimited Development (M4 Part)	TTOROYS	\$ 0.00 1 \$ 0.00 1	\$ 0.00
21.1.1 100010000000 GlobalCare Complete		\$1,220.74 1	\$ 0.00 \$ 1,220.74
21.1.2 OC647IFAFLOVM FIX Optn SCADA Synchronization (M4 Part) 21.1.2.1 100010000000 GlobalCare Complete		\$ 0.00 1 \$ 462.40 1	\$ 0.00 \$ 462.40
Serial #: 100211618 Start Date: 11/1/2011	GlobalCare Level: End Date: PPS Keys:	Complete 10/30/2012 0	
22 001230000004 Keyless Disk (M4) 22.1 IC647/FCLNTCDVM iFIX (Client Development (M4 Part)		\$ 0.00 1 \$ 0.00 1	\$ 0.00 \$ 0.00
22.1.1 100010000000 GlobalCare Complete		\$ 514.76	\$514.76
Serial #: 100211168 Start Date: 11/1/2011	GlobalCare Level: End Date: PPS Keys:	Complete 10/30/2012 0	
23 001230000004 Keyless Disk (M4) 23.1 IC647IFCLNTCDVM aFIX iClient Development (M4 Part)		\$000 1 \$000 1	\$ 0.00 \$ 0.00
23.1.1 100010000000 GlobalCare Complete Serial #: 100211628	GlobalCare Level:	\$51476 1 Complete	\$ 514.76
Start Date: 11/1/2011	End Date:	10/30/2012 0	
24 001230000004 :Keyless Disk (M4) 24.1 IC647IFCLNTCDVM iFIX iClient Development (M4 Pari		\$0.00 1 \$0.00 1	\$ 0.00 \$ 0.00
24.1.1 100010000000 GlobalCare Complete Serial #: 100211612 Start Date: 11/1/2011	GlobalCare Level End Date:	\$ 514 /6 1 1 Complete 10/30/2012	\$514.76
25 001230000004 Keyless Disk (M4)	PPS Keys	\$0.00	\$0.00
25.1 IC647IFCLNTGDVM iFIX (Client Development (M4 Part) 25.1.1 100010000000 GlobalCare Complete		\$000 1 \$51476 1	\$ 0.00 \$ 514.76
Serial #: 100210818 Start Date: 11/1/2011	GlobalCare Level: End Date: PPS Keys:	Complete 10/30/2012 0	
26 001230000004 Keyless Disk (M4) 26.1 IC647IFPLDVUNLMTM IFIX Plus SCADA Unlimited Development (M4 Part)	rra neys.	\$ 0.00 1 \$ 0.00 1	\$ 0.00 \$ 0.00

26.1.2 100010000000 GlobalCare Complete 26.1.2 0C647 FAFLOVM FIX Optn SCADA Syn 26.1.2.1 100010000000 GlobalCare Complete	chronization (M4 Part)		\$1,220,74 \$0.00	1 \$1,220.74 1 \$1,000
Serial #:	100211173 11/1/2011	GlobalCare Level: End Date:	\$ 462.40 Complete 10/30/2012	1 \$462.40
27 : 001230000004		PPS Keys	\$ 0.00 \$ \$ 0.00 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	\$ 0.00 1 \$ 0.00 1 \$ \$51476
Serial # :	100210747 11/1/2011	GlobalCare Level: End Date: PPS Keys:	Complete 10/30/2012 0	
28 001230000004 Keyless Disk (M4) 28.1 IC647 FPLRN00300M FIX Plus SCADA 300 L 28.1.1 100010000000 GlobalCare Complete	O Runtime (M4 Part)		\$ 0.00 \$ 0.00 \$ 54427	1 \$0.00 1 \$0.00 4 \$544.27
	100210752 11/1/2011	GlobalCare Level: End Date: PPS Keys:	Complete 10/30/2012 0	
29 001230000004 Keyless Disk [M4] 29.1 IC647IFPLDVUNLMTM nFIX Plus SCADA Unlin 29.1.1 10001000000 GlobalCare Complete 29.1.2 0C647IFAFLOVM JFIX Optn. SCADA Synt 29.1.2.1 100010000000 GlobalCare Complete	ited Development (M4 Part) 4: :hronization (M4 Part)		\$ 0.00 \$ 0.00 \$ 610.37 \$ 0.00	\$ 0.00 1 \$ 0.00 1 \$ 610.37 1 \$ 0.00 1 \$ 231.20
Serial # : Start Date:	100211634 11/1/2011	GlobalCare Level: End Date: PPS Keys:	Complete 10/30/2012 0	
30 001230000004 Keyless Disk (M4) 30.1 IC647IFCLNTCDVM FIX iClient Developme 30.1.1 100010000000 GlobalCare Complete	ent (M4 Part)		\$ 0.00 \$ 0.00 \$ 514.76	1 \$0.00 1 \$0.00 1 \$614.76
	100210873 11/1/2 01 1	GlobalCare Level End Date PPS Keys:	Complete 10/30/2012 0	
31 00123000004 Keyless Disk (M4) 31.1 IC647/FCLNTCDVM 3FIX iClient Developme 31.1 100010000000 GlobalCare Complete	ent (M4 Part)		\$ 0.00 \$ 0.00 \$ 51476	\$ 0.00 1 \$ 0.00 1 \$ 514.76
	100210784 11/1/2011	GlobalCare Level: End Date: PPS Keys:	Complete 10/30/2012 0	
32.1.1 10001000000 GlobalCare Complete 32.1.2 0G647[FAFLOVM FIX Optn SCADA Sync 32.1.2.1 100010000000 GlobalCare Complete	and the first of the second se		\$ 0.00 \$ 0.00 \$ 610.37 \$ 0.00 \$ 231.20	1 \$0.00 1 \$0.00 1 \$610.37 1 \$0.00 1 \$231.20
Start Date:		GlobalCare Level: End Date: PPS Keys:	Complete 10/30/2012 0	
33.1 IC647IFPLDVUNLMTM JFIX Plus SCADA Unlimi 33.1.1 100010000000 GlobalCare Complete	hronization (M4 Part)		\$ 0.00 \$ 0.00 \$ 610.37 \$ 0.00 \$ 231.20	\$ 0.00 \$ 0.00 \$ 610.37 \$ 0.00 \$ 231.20
Serial # : Start Date:	100210870 11/1/2011	GlobalCare Level: End Date: PPS Keys:	Complete 10/30/2012 0	
34 00123000004 Keyless Bisk (M4) 34.1 10647/FCLNTODVM FIX (Client Developme 34.11 10001000000 GlobalCare Complete	nt (M4 Pari)		\$0.00 1 \$0.00 1 \$514.76 1	\$0.00 \$0.00 \$51476
Start Date:	100217777 11/1/2 011	GlobalCare Level: End Date: PPS Keys:	Complete 10/30/2012 0	
35 001230000004 (Keyless Disk (M4) 35.1 IC647IFPLDVUNLMTM iFIX Plus SCADA Vollin 35.1.1 100010000000 GlobalCare Complete 35.1.2 0C647IFAFLOVM iFIX Optn SCADA Sync 35.1.2.1 100010000000 GlobalCare Complete	hronization (M4 Part)		\$ 0.00 7 1 \$ 0.00 1 \$ 1,220.74 1 \$ 0.00 1 \$ 462.40 1	\$ 0.00 \$ 0.00 \$ 1,220,74 \$ 0.00 \$ 462,40
Serial # : Start Date:	100211604 11/1/2011	GlobalCare Level: End Date: PPS Keys:	Complete 10/30/2012 0	
36 001230000004 Keyless Disk (M4)		The other way	\$ 0.00 1	\$ 0.00

36.1 IC647IFCLNTCDVM IFIX (Client Development (M4 Part) 1000100000000 (GlobalCare Complete		\$ 0.00 1 \$ 514.76 1	\$ 0.00 \$ 514.76
Serial #: 100211603 Start Date: 11/1/2011	GlobalCare Levi End Dat PPS Ke	el: Complete e: 10/30/2012	
37 001230000004 Keyless Disk (M4) 37.1 IC647IFCLNTCDVM IFIX iClient Development (M4 Part)		\$ 0.00 % 7 1 \$ 0.00 7 1	\$ 0.00 \$ 0.00
37.1.1 100010000000 GlobalCare Complete		\$ 514.76	\$ 514.76
Serial #: 100239953 Start Date: 11/1/2011	GiobalCare Leve End Dat PPS Key	e: 10/30/2012	
38 001230000004 (eyless Disk (M4)	Park	\$ 0.00	\$ 0.00
38.1 IC647/FCLNTCDVM NFIX (Client Development (M4Part) 38.1 1 7 100010000000 Figlobal Care Complete		\$ 000 1 \$ \$514.76 1	\$ 0.00 \$ 514.76
Serial #: 100210742 Start Date: 11/1/2011	GlobalCare Leve End Date PPS Key	e: 10/30/2012	
39 001230000004 Keyless Disk (M4)		\$ 0.00	\$ 0.00
39.1 1 IC647IFPLDV00150M FIX Plus SCADA 150 I/O Developme 39.1.1 2 100010000000 < GlobalCare Complete	nt (M4 Part)	\$ 0.00 1 \$ 573,65 1	\$ 0.00 \$ 573.65
Serial #: 100271637 Start Date: 11/1/2011	GlobalCare Leve End Date PPS Key	10/30/2012	
40 001219040002 Security Key - M4 USB	The same than the same of	\$0.00	\$6.00
40.1 IC647JFCLNTCDVM FIX IClient Development (M4 Part)		\$ 0.00 + 1	\$ \$0.00
40.1.1 100010000000 GlobalCare Complete		\$514.76	3514.76
Serial #: 100210791 Start Date: 11/1/2011	GlobalCare Leve End Date PPS Key	10/30/2012	
41 001230000004 (Keyless Disk (M4)		\$ 0.00 1	\$ 0.00
41.1 IC647IFPLDVUNLMTM FIX Plus SCADA Unlimited Developm 41.1 10001000000 GlobalCare Complete	nent (M4 Part)	\$0.00 1.5	
41.1.1 10001000000 GlobalCare Complete 41.1.2 OC647[FAFLOVM IFIX Optin SCADA Synchronization (N	(A Part)	\$ 610.37 1 = \$ 0.00 1 = 1	\$ 610,37
41.1.2.1 100010000000 GlobalCare Complete		\$ 231.20	\$ 0.00 \$ 231.20
Serial #: 100211607 Start Date: 11/1/2011	GlobalCare Leve End Date PPS Key	Complete 10/30/2012	
42 001230000004 Keyless Disk (M4)	FF3 Ney	\$0.00	\$0.00
42.1 IC647/FCLNTGDVM iFIX iClient Development (M4 Part)		\$ 0.00 1	\$.0.00
42 1 1 100010000000 GlobalCare Complete		\$ 514.76	\$ 514.76
Serial #: 100211164 Start Date: 11/1/2011	GlobalCare Leve End Date PPS Key	10/30/2012	
43 001230000004 Keyless Disk (M4)		\$000 1	\$.0.00
43.1 IC647IFCLNTCDVM IFIX (Client Development (M4 Part) 43.1.1 100010000000 GlobalCare Complete		\$ 0.00 1	\$ 0.00
43.11 100010000000 GlobalCare Complete Serial #: 100211172	GlobalCare Leve	\$ 514.76 1	\$514,76
Start Date: 11/1/2011	End Date PPS Key	10/30/2012 s: 0	
44 001230000004 (Keyless Disk (M4) 44.1 10647(FCLNTCDVM 1FIX (Client Development (M4 Part)		\$0.00	\$ 0.00
44.1.1 100010000000 GlobalGare Complete		\$,0,00 1 \$514.76 1	\$ 0.00 \$ 514.76
Serial #: 100210865 Start Date: 11/1/2011	GlobalCare Level End Date PPS Key	Complete 10/30/2012	901,470
45 4 001230000004 Keyless Disk (M4)	Frakey	\$ 0,00.	\$ 0.00
45.1 IC647IFGLNTCDVM IFIX IClient Development (M4 Part)		\$ 0.00 1	\$0.00
45.1.1 4 100010000000 GlobalCare Complete		\$51476 1	\$ 514.76
Serial #: 100210832 Start Date: 11/1/2011	GlobalCare Level End Date PPS Key	10/30/2012	
46 001230000004 (Keyless Disk (M4)		\$0001	\$0.00
46.1 10647/FPLDVUNLMTM (FIX Plus SCADA Unlimited Developm	ent (M4 Part)	\$0.00 %]	\$ 0.00
46.1.1 10001000000 GlobalCare Complete 46.1.2 00647/FAFLOVM FFIX Optin SCADA Synchronization (M	4 Part)	\$1,220.74 1 \$0.00 1	\$1,220.74
46.1.2.1 100010000000 GlobálCare Complete		\$ 462.40 1	\$ 0.00 \$ 462.40
	The same of the sa		1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1

Serial # : 200084707 Start Date: 8/9/2011 GlobalCare Level: Complete End Date: 10/30/2012

47 001219040002 Security Key - M4 USE			\$ 0.00	\$ 0.00
47.1 1C647IFGLBLSRVRM FIX WebSpace Server		sers(M4 Key)	\$ 0.00	\$ 0.00
	Traces States at		\$ 836.491	\$ 836.49
47.1.2 OC647IFGLBLCLN010 FIX WebSpace 10 Add	ditional Users (M4 key)		\$ 0.00	\$ 0.00
47.1.2.1 100010000000 GlobalCare Complete			\$ 1,923.93	\$ 1,923.93
Serial #:	100239954	GlobalCare Level:	Complete	
Start Date:	11/1/2011	End Date: PPS Keys:	10/30/2012 0	
48 001230000004 (Keyless Disk (M4)		() () () () () () () () () ()	\$ 0.00 - 1	\$0.00
48.1 10647IFCLNTCDVM FIX (Client Developme			\$ 0.00	\$0.00
48.1.1 100010000000 GlobalCare Complete	100271639	GlobalCare Level	\$51476 1	\$ 614.76
Start Date:		End Date:	Complete 10/30/2012	
. 49 001219040002 Security Key - M4 USB		PP3 Keys.	\$1000 1	\$ 0.00
49.1 ** IC647IFPLDVUNLMTM FIX Plus SCADA Unlim			\$ 0.00 1	\$0.00
			\$ 1,220 74	\$ 1,220.74
	Ethernet Ver. 7x Win NT		\$ 0.00	\$ 0.00
49.1.2.1 100010000000 GlobalCare Complete			\$ 88.40 1	\$88.40
49 1 3 . OC647IFAFLOVM NFIX Opto SCADA Sync 49 1 3.1 100010000000 GlobalCare Complete			\$ 0.00 1	\$0.00
49.1.3.1 100010000000 GlobalCare Complete Serial #	100271641	GlobalCare Level	\$ 462.40 - 1 Complete	\$ 462.40
Start Date:	11/1/2011	End Date PPS Keys	10/30/2012 1	
50 001219040002 Security Key - M4 USB			\$ 0.00	\$0.00
50 1 IC647/FCLNTCRNM iFIX iGlient Runtime (M			\$ 0,00 1	\$ 0.00
50.1.1 . 100010000000 GlobalCare Complete			\$ 308.86	\$ 308.86
Serial #: Start Date:	100210760 11/1/2011	GlobalCare Level: End Date: PPS Keys:	Complete 10/30/2012 0	
51 001230000004 (Keyless Disk (M4)			\$ 0.00	\$ 0.00
51.1 IC647/FPLDVUNLMTM FIX Plus SCADA Unlim	ted Development (M4 Part)		\$ 0.00 1.	
51.1.1 100010000000 GlobalCare Complete				\$ 610.37
51.1.2 OC647/FAFLOVM UFIX Optin SCADA Sync			\$.000 1	\$ 0.00
	100010000	01.1.10	\$ 231.20 1	\$ 231.20
Serial #: Start Date:	100210868 11/1/2011	GlobalCare Level: End Date: PPS Keys:	Complete 10/30/2012 0	
52 001230000004 Keyless Disk (M4)			\$ 0.00	\$ 0.00
52.1 IC647IFGLNTCDVM IFIX IClient Developme			\$ 0.00	\$ 0.00
52.1.1 100010000000 GlobalCare Complete		ClabalCassis	\$51476 . 1	\$ 514.76
Start Date:		GlobalCare Level: End Date: PPS Keys:	Complete 10/30/2012 0	
53 001230000004 Keyless Disk (M4)			\$ 0.00	\$ 0.00
53.1 IC647IFCLNTCDVM IFIX Client Developme 53.1.1 10001000000 , GlobalCare Complete	nt (M4 Part)		\$ 0.00	\$ 0.00
	100210778	ClobalCore Level	\$ 514.76 1	\$ 514.76
Start Date:	11/1/2011	GlobalCare Level: End Date: PPS Keys:	Complete 10/30/2012 0	
54 001230000004 Keyless Disk (M4)			\$ 0.00 1	\$ 0.00
54.1 IG647IFPLDVUNLMTM FIX Plus SCADA Unlimi 54.1.1 100010000000 Global Gare Complete			\$ 0.00 1	\$ 0.00
			\$61037	\$61037
	nronization (W4 Part)		\$ 0.00 1 \$ 231 20 1	\$ 0.00 \$ 231.20
	100211617	GlobalCare Level:	Complete	\$251.50
Start Date:	11/1/2011	End Date: PPS Keys:	10/30/2012 0	
55 001230000004 Keyless Disk (M4)			\$ 0.00	\$ 0.00
55.1 10647/FCLNTCDVM FIX iClient Development 55.4.1 10001000000 GlobalCare Complete			\$0.00 1	\$ 0.00
	100239952	GlobalCare Level:	\$ 514.76 1 Complete	\$514.76
Start Date:		End Date: PPS Keys:	10/30/2012	

56 001230000004 Keyless Disk (M4) 56.1 1 1C647IFPLDYUNLMTM IFIX Plus SCADA Unlimited Development (M4 Part) 56.1.1 91102071600C MBE:Modicon Modbus Ethernet Ver 7x Win NT 56.1.1 10001000000 GlobalCare Complete 56.1.2 100010000000 FIX Optn SCADA Synchronization (M4 Part) 56.1.3 1 100010000000 GlobalCare Complete		\$ 0.00 1 1	\$ 0.00 \$ 0.00 \$ 0.00 \$ 88.40 \$ 1,220.74 \$ 0.00 \$ 462.40
Serial #: 100210765 Start Date: 11/1/2011	GlobalCare Level: End Date: PPS Keys:	Complete 10/30/2012 0	
57 . 001280000004 Keyless Disk (M4) 57.1 IC647iPPLDyUNLMTM FIX Plus SQADA Unlimited Development (M4 Part) 57.1.1 10001000000 GlobalCare Complete 57.1.2 0C647iFAFLOVM IFIX Optn SCADA Synchronization (M4 Part) 57.1.2.1 10001000000 GlobalCare Complete Serial #: 100211626	GlobalCare Level:	\$000 - 7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$ 0.00 \$ 0.00 \$ 610.37 \$ 0.00 \$ 231.20
Start Date: 11/1/2011	End Date:	Complete 10/30/2012 0	
58 001230000004 i Keyless Disk (M4) 58.1 1C647/FCLNTCDVM iF/X (Client Development (M4 Part) 58.1.1 100010000000 GlobalCare Complete		\$ 0.00 1 \$ 0.00 1 \$ 51476 1	\$ 0,00 \$ 0.00 \$ 514.76
Serial #: 100217775 Start Date: 11/1/2011	GlobalCare Level: End Date: PPS Keys:	Complete 10/30/2012	
59 001230000004 Keyless Disk (M4) 59.1 IC647IFCLNTGRNM IFIX (Client Runtime (M4 Part) 59.1.1 100010000000 GlobalCare Complete		\$ 0.00 \$ 0.00 \$ 308.86	\$ 0.00 \$ 0.00 \$ 308.86
Serial # : 100271636 Start Date: 11/1/2011	GlobalCare Level: End Date: PPS Keys:	Complete 10/30/2012 1	elas.
60 001219040002 Security Key - M4 USB 60.1 10647IFCLNTCDVM IFIX IChent Development (M4 Part) 60.1.1 100010000000 GlobalCare Complete		\$ 0.00 1 \$ 0.00 1 \$ 51476 1	\$ 0.00 \$ 0.00 \$ 514.76
Serial # : 100211606 Start Date: 11/1/2011	GlobalCare Level End Date: PPS Keys:	Complete 10/30/2012 0	
61 001230000004 ikeyless Disk (M4) 61.1 IC647IFCLNTCDVM IFIX iClient Development (M4 Part) 61.1.1 100010000000 iClobalCare Complete		\$ 0,00 1 \$ 0,00 1 \$ 5147,6 , 1	\$ 0.00 \$ 0.00 \$ 514.76
Serial # : 100210807 Start Date: 11/1/2011	GlobalCare Level: End Date: PPS Keys:	Complete 10/30/2012 0	
62 001230000004 Keyless Disk (M4) 62.1 IC647JFPLDVUNLMTM vFIX Plus SCADA Unlimited Development (M4 Part) 62.1.1 100010000000 GlobalCare Complete 62.1.2 0C647JFAFLOVM aFIX Optn SCADA Synchronization (M4 Part) 62.1.2.1 100010000000 GlobalCare Complete		\$ 0.00 1 \$ 0.00 1 \$ 610.37 1 \$ 0.00 1 \$ 231.20 1	\$ 0.00 \$ 0.00 \$ 610.37 \$ 0.00 \$ 231.20
Serial # : 100210871 Start Date: 11/1/2011	GlobalCare Level: End Date: PPS Keys:	Complete 10/30/2012 0	
63 001230000004 Keyless Disk (M4) - 63.1 IC647IFCLNTCDVM aFIX Client Development (M4 Part) 63.1.1 10001000000 GlobalCare Complete		\$ 0.00 1 \$ 0.00 1 \$ 514.76 1	\$ 0.00 \$ 0.00 \$ 514,76
Serial #: 100217776 Start Date: 11/1/2011	GlobalCare Level: End Date: PPS Keys:	Complete 10/30/2012 0	
64 001230000004 Keyless Disk (M4) 64.1 IC647IFPLDYUNLMTVI FIX Plus SCADA Unlimited Development (M4 Part) 64.1.1 100010000000 GlobalCare Complete 64.1.2 OC647IFAFLOVM IFIX Optin SCADA Synchronization (M4 Part) 64.1.2.1 100010000000 GlobalCare Complete		\$ 0.00 1 / 1 / 1 / 1 / 1 / 1 / 1 / 1 / 1 / 1	\$ 0.00 \$ 0.00 \$ 1.220 74 \$ 0.00 \$ 362 40
Serial #: 100271640 Start Date: 11/1/2011	GlobalCare Level: End Date: PPS Keys:	Complete 10/30/2012 1	
65 001219040002 Security Key - M4 USB 65.1 10647IFCLNTCRNM IFIX iClient Runtime (M4 Part) 65.1.1 100010000000 GlobalCare Complete		\$ 0,00 \$ 0,00 \$ 0,00 \$ 300,86	\$ 0.00 \$ 0.00 \$ 308.86

	100211605 11/1/2011	GlobalCare Level: End Date: PPS Keys:	Complete 10/30/2012 0	
66 001230000004 Keyless Disk (M4) 66.1 IC647 FCLNTCDVM FIX Client Developme 66.1.1 100010000000 GlobalCare Complete	ent (M4 Part)		\$ 0.00 \$ 0.00 \$ 514.76	
Serial #:	- 500 Mt - 44	GlobalCare Level: End Date: PPS Keys:	Complete 10/30/2012 0	1 3 3214.70
67 001230000004 Keyless Disk (M4)		170 Keya.	\$ 0.00	
67.1 IC647/FPLDYUNLMTM JFIX Plus SCADA Unim 67.1.1 100010000000 GlobalCare Complete			\$ 0.00 \$ 1,220 74	
67.1.2 OC647/FAFLOVM SFIX Optin SCADA Sync	hronization (M4 Part)		\$ 0.00 2	1 \$0.00
67 1.2.1 100010000000 GlobalCare Complete	100211624	aceura de la companya	\$ 462.40, n. 1	1 \$46240
Start Date:	11/1/2011	GlobalCare Level: End Date: PPS Keys:	Complete 10/30/2012 0	
68 00123000004 Keyless Disk (M4) 68.1 10647/FQLNTQDVM FIX Cherit Developme			\$000	\$ 0.00
68.1.1 100010000000 GlobalCare Complete		44		1 \$514.76
Serial #: Start Date:	100211170 11/1/2011	GlobalCare Level: End Date: PPS Keys:	Complete 10/30/2012 0	
69 001230000004 Keyless Disk (M4)			\$ 0.00	1 \$0.00
69.1 1. IC647IFCLNTCDVM FIX Client Developme 69.1.1 10001000000 GlobalCare Complete	nt (M4 Part)		\$ 0.00 \$ 514.76	1 \$0.00 1 \$514.76
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	100211608	GlobalCare Level: End Date: PPS Keys:	Complete 10/30/2012 0	7
70 001230000004 Keyless Disk (M4)		113 Keys.	The second secon	\$ 0.00
70.1 IC647/FCLNTCDVM FIX iClient Developme 70.1 1 10001000000 GlobalCare Complete			\$ 0.00	1 \$0,00
Serial # :	100211584	GlobalCare Level	\$ 514.76 Complete	1 \$51476
	11/1/2011	End Date: PPS Keys:	10/30/2012 0	
71 001230000004 Keyless Disk (M4) 71.1 IC647/FCLN/FCDVM FIX/Client Developme	nt (M4 Part)		\$ 0.00 \$ 0.00	1 \$0.00 1 \$0.00
71.1.1 100010000000 GlobalCare Complete				1 \$ 614.76
	100211177 11/1/2 01 1	GlobalCare Level: End Date: PPS Keys:	Complete 10/30/2012 0	
72 001230000004 Keyless Disk (M4). 72.1 IC647JFCLNTCDVM IFIX iClient Developmen	anni man		\$ 0.00	\$ 0.00
72.1.1 IC647JFCLNTCDVM IFIX iClient Development 72.1.1 100010000000 GlobalCare Complete				\$ \$0.00° 1 \$ \$14.76
	100210872	GlobalCare Level End Date	Complete 10/30/2012	
73 001230000004 Keyless Disk (M4)		PPS Keys:	\$ 0.00	1 \$0.00
73.1 IC647IFCLNTCDVM IFIX (Client Development	The state of the s		\$0.00	\$ 0.00
73.1.1 100010000000 GlobalCare Complete	100210750	GlobalCare Level	\$ 514.76 Complete	\$514.76
Start Date	11/1/2011	End Date: PPS Keys:	10/30/2012 0	
74.1 IC647IFPLDVUNLMTM JFIX Plus SCADA Unlimi			\$ 0.00 \$ 0.00	\$ 0.00 1 \$ 0.00
74.1.1 100010000000 GlobalCare Complete			\$ 610.37	\$ 610.37
74.1.2 OC647IFAFLOVM IFIX Optn SCADA Syncl 74.1.2.1 100070000000 GlobalCare Complete			\$ 0.00	\$0.00
the same of the third and the same of the	100271635	GlobalCare Level: End Date: PPS Keys:	\$ 231 20 Complete 10/30/2012 1	1\$23120
75 001219040002 Security Key - M4 USB			\$ 0.00	\$ 0.00
75.1 IC647IFCLNTCDVM IFIX iClient Developmen 75.1.1 100010000000 GlobalCare Complete	nt (M4 Part)		\$ 0.00 \$ 514.76	\$ 0.00 1 \$ 514.76
Serial # :	100211166 11/1/2011	GlobalCare Level: End Date: PPS Keys:	Complete 10/30/2012 0	
76 001230000004 Keyless Disk (M4) 76.1 IC647IFCLNTCDVM JFIX iClient Developmen		101033	\$ 0.00 (S. 1) \$ 0.00	

76.1.1 100010000000 GlobalCare Complete	E. S. A. S.		\$ 514.76	\$ 514.76
Serial # : Start Date:	100211183 11/1/2 0 11	GlobalCare Level: End Date: PPS Keys:	Complete 10/30/2012 0	
77 001230000004 Keyless Disk (M4)			\$ 0.00 1	\$ 0.00
77.1 IC647IFGLNTCDVM IFIX iClient Developme			\$ 0.00	\$ 0.00
77.1.1 100010000000 GlobalCare Complete	a series		\$ 514.76 1	\$ 514.76
Serial #: Start Date:	100211616 11/1/2011	GlobalCare Level: End Date: PPS Keys:	Complete 10/30/2012 0	
78 001230000004 Keyless Disk (M4)			\$ 0.00	\$ 0.00
78.1 IC647IFCLNTCDVM IPIX iClient Developme	nt (M4 Part)		\$ 0.00 - 1	\$ 0.00
78.1.1 100010000000 * GlobalCare Complete	3344		\$514.76 1 ,	\$ 514.76

Header Notes:

Quote Total:

\$ 58,227,14

Comments:

This quotation does not include any freight charges or applicable taxes.

Please include the Quotation Number from this document on your Purchase Order.

This Quotation is expressly conditioned upon Customer's acceptance of the following attached terms and conditions: Conditions of Sale for Equipment and Services, Software License Agreement for all software, and Proficy GlobalCare Complete Support Terms and Conditions for all GlobalCare support. GE Intelligent Platforms, Inc. is not bound by any terms on Customer's order which attempt to impose any condition at variance with GE Intelligent Platforms, Inc.'s terms attached hereto. GE Intelligent Platforms, Inc.'s faiture to object to provisions contained in any of Customer's forms shall not be deemed an acceptance of any of Customer's terms or a waiver of the provisions of GE Intelligent Platforms, Inc.'s terms and conditions which shall constitute the entire, final, and exclusive statement of the agreement between the parties.

Business-Voting Agenda

01/10/2012

TO:

Honorable Mayor and City Council

FROM:

Ed Beasley, City Manager Steve Conrad, Police Chief

SUBJECT:

PRESENTED BY:

APPROVAL OF A PURCHASE OF AUTHENTICATION

SECURITY SOFTWARE

Purpose

This is a request for City Council to approve a purchase from Insight Public Sector, Inc. in the amount of \$51,538.84 for two-factor authentication security software equipment.

Council Strategic Goals or Key Objectives Addressed

This request supports Council's goal of one community committed to public safety by allowing the Police Department to maintain access to state and nationwide criminal justice information systems.

Background

Two-factor authentication equipment is mandatory for the Police Department to maintain their access to the Arizona Criminal Justice Information System (ACJIS). Two-factor authentication equipment assists by ensuring that the person requesting access to the ACJIS system is an authorized user. In order to continue their use of ACJIS, the Police Department must purchase this equipment. The Insight Public Sector quote is based on pricing from the U.S. Communities Government Purchasing Alliance Cooperative Agreement joined by the City of Glendale with Council approval on March 28, 2006.

Budget Impacts & Costs

Funding is available in the FY 2011-12 RICO funds for the purchase of two-factor authentication security software equipment.

Grants	Capital Expense	One-Time Cost	Budgeted	Unbudgeted	Total
			X		\$51,538.84

Account Name, Fund, Account and Line Item Number: RICO, Account No. 1860-32030-551200, \$51,538.84

Recommendation

Approve a purchase from Insight Public Sector, Inc. in the amount of \$51,538.84 for two-factor authentication security software equipment.

Ed Beasley /

City Manager



Attachment Memorandum

DATE:

01/10/2012

TO:

Ed Beasley, City Manager

FROM:

Steve Conrad, Police Chief

SUBJECT:

APPROVAL OF A PURCHASE OF AUTHENTICATION SECURITY

SOFTWARE

1. Quotation and General Conditions and Instructions to Bidders



Insight Public Sector SLED 6820 South Harl Ave Tempe,AZ,85283-4318 Tel: 8004674448

SOLD-TO PARTY

City Of Glendale 6830 N 57TH DR GLENDALE, AZ 85301-3219

SHIP-TO ADDRESS

CITY OF GLENDALE - WAREHOUSE FIELD OPERATIONS CENTER 6210 W MYRTLE AVE STE 181 GLENDALE AZ 85301-1700

Quotation

Quotation Number 212950408

Creation Date 06/03/2011

PO Number / Date

Customer No.

- 10268122

Sales Rep

; John Briggs

Email

; jbriggs@insight.com

Telephone Sales Rep 2 : 800-467-4448

: Teresa Fredericks

Email 2

tfrederi@insight.com

Telephone 2

: 800-467-4448

x 5856

X 5190

Dear Bruce Byron,

Thank you for considering Insight to be your trusted partner in addressing your evolving IT needs. We appreciate being considered as your solution source and look forward to making IT work for you.

We deliver according to the following terms:

Terms of Payment

Net 30 days

Ship Via

Insight Assigned Carrier / Ground

Terms of Delivery

CONTACT EMAIL:

CONTACT PHONE:

FOB

DESTINATION

Currency

USD

Material	Description	Qty	UnitPrice	Extended Price
RSA-0010500	RSA SecurID Appliance 130 - security appliance	2	2,712.80	5,425.60
U.S. COMMUN	ITIES IT PRODUCTS & SERVICES(# RQ09-	997736-42B)		
APP0000500B	RSA SecuriD Appliance Base Softwar License - 1 user - volume - 255-500 lic		43.02	12,906.00
U.S. COMMUN	ITIES IT PRODUCTS & SERVICES(# RQ09-	997736-42B)		
CONTACT NAM	ME: BRUG	E BYRON		
CONTACT EMA	AIL: BBYI	ON@GLENDALEAZ.GOV		
CONTACT PHO	NE: 623-9	30-3051		
APP0000500BE12	RSA SecurCare Extended - Technical - phone consulting - 1 year - 24x7 - 4 h RSA SecurID Appliance Base License - 1 user - volume - 255-500 licenses	- for	10.27	3,081.00
U.S. COMMUNI	ITIES IT PRODUCTS & SERVICES(# RQ09-	997736-42B)		
CONTACT NAM	AE: BRUC	E BYRON		

623-930-3051

BBYRON@GLENDALEAZ.GOV



Quotation Number / Creation Date 212950408 / 06/03/2011

Material	Description		Qty	UnitPrice	Extended Price
SID700-6-60-36-750	RSA SecurID SID700 - Hardware to years) - 255-750 units	ken (3	300	47.03	14,109.00
U.S. COMMUNI	TIES IT PRODUCTS & SERVICES(#RQ	09-997736-42B)			
CONTACT NAM	Œ: BI	RUCE BYRON			
CONTACT EMA	IL: BE	SYRON@GLENDALEAZ.	.GOV		
CONTACT PHO	NE: 62	3-930-3051			
PS_BAS_SID_STAR	3DAY SVCS FOR UP TO 2APPLIAN	CES	1	12,713.73	12,713.73
THW					
U.S. COMMUNI	TIES IT PRODUCTS & SERVICES(# RQ	09-997736-42B)			
CONTACT EMA	IL: BF	SYRON@GLENDALEAZ.	GOV		
CONTACT PHO	NE: 62	3-930-3051			
CONTACT NAM	E: BI	RUCE BYRON			
			Sub Total		48,235.33
			Tax		3,303.51
			TOTAL		51,538.84

Please contact us with any questions or for additional information about Insight Public Sector SLED's complete IT solution offering. Purchase orders should be made out to Insight Public Sector, Inc.. Again, thank you for considering Insight Public Sector SLED!

Sincerely,

John Briggs

800-467-4448

Ex: 5190

jbriggs@insight.com Fax: 480-760-8513

Teresa Fredericks

800-467-4448

Ex: 5856

tfrederi@insight.com Fax: 480-760-6421



Quotation Number / Creation Date 212950408 / 06/03/2011

Material Description Qty UnitPrice Extended Price

U.S. Communities IT Products, Services and Solutions Contract No. RQ09-997736-428

Insight Public Sector (IPS) is proud to be a contract holder for the U.S. Communities Technology Products and Technology Services/Solutions Contract.

This competitively solicited contract is available to participating agencies of the U.S. Communities Government Purchasing Alliance. U.S. Communities assists local and state government agencies, school districts (K-12), higher education, and nonprofits in reducing the cost of purchased goods by pooling the purchasing power of public agencies nationwide. This is an optional use program with no minimum volume requirements and no cost to agencies to participate.

In order for insight to accept Purchase Orders against this contract and honor the prices on this quote, your agency must be registered with U.S. Communities. Our sales teams would be happy to assist you with your registration. Please contact them for assistance — the registration process tasts less than five minutes.

Thanks for choosing insightl

Subject to IPS Terms 3 Conditions online at www.ips.insight.com/TermsandConditions unless purchase is being made pursuant to a separate written contract in which case the terms of the appearate written contract that govern,

* - The Terms and Conditions of the Insight Cooperative Purchase Agreement entered into with U.S. Communities Government Purchasing Alliance apply. In addition, the provisions of the attached Addendum apply.

> Initials b Insight

ADDENDUM

Insight Public Sector ("Contractor") further agrees as follows:

I. Immigration Law Compliance.

- A. Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- B. Any breach of warranty under subsection (A) above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- C. City of Glendale ("City") retains the legal right to inspect the papers of Contractor or subcontractor employee who performs work under this Agreement to ensure that Contractor or any subcontractor is compliant with the warranty under subsection (A) above.
- D. City may conduct random inspections, and upon request of the City, Contractor shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection (A) above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section I.
- E. Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- F. Contractor's warranty and obligations under this Section I to the City are continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- G. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.
- II. Prohibitions. Contractor certifies under A.R.S. §§ 35-391 et seq., and 35-393 et seq., that it does not have, and during the term of this Agreement will not have, "scrutinized" business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.
- III. Conflicts. This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

If an apparent low bidder is not awarded a contract for reasons of nonresponsibility, the County Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.

25. NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS-A written award (or Acceptance Agreement) mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract. The following documents which are included in the solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

- a. County of Fairfax Solicitation Form/Acceptance Agreement (Cover Sheet) and other documents which may be incorporated by reference, if applicable,
- b. General Conditions and Instructions to Bidders,
- c. Special Provisions and Specifications,
- d. Pricing Schedule,
- e. Any Addenda/Amendments/Memoranda of Negotiations
- 26. TIE-BIDS If all bids are for the same total amount or unit price (including authorized discounts and delivery times), and if the public interest will not permit the delay of readvertisement for bids, the County Purchasing Agent is authorized to award the contract to the resident Fairfax County tie bidder whose firm has its principal place of business in the County, or if there be none, to one of the tie bidders by drawing lots in public; or the County Purchasing Agent may purchase the goods or services in the open market except that the price paid shall not exceed the lowest contract bid price submitted for the same goods or services. The decision of the County to make award to one or more subtiliders shall be final.

27. PROMPT PAYMENT DISCOUNT-

- a. Unless otherwise specified in the solicitation, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.
- b. In connection with any discount offered, time will be computed from the date of delivery of the supplies to the carrier when delivery, inspection and acceptance at the point of origin; or, from date of delivery, inspection and acceptance at destination; or, from date correct invoice or voucher is received in the office specified by the County, if the latter is later than the date of acceptance. In the event the bidder does not indicate a prompt payment discount, it shall be construed to mean NET 30 days.

For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the County check or issuance of an Electronic Funds Transfer.

- 28. INSPECTION-ACCEPTANCE-For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements. Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time.
- 29. DEFINITE BID QUANTITIES-Where definite quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.
- 30/ REQUIREMENT BID QUANTITIES-On "Requirement" bids, acceptance will bind the County to pay for, at unit bid prices, only quantities ordered and delivered. Where the County specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) bercent in excess of the estimated quantity of each item, unless otherwise agreed upon.

CONTRACT PROVISIONS

- 31. TERMINATION OF CONTRACTS-Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
 - a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
 - Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.
- 32. TERMINATION FOR CONVENIENCE-A contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

33. TERMINATION OF CONTRACT FOR CAUSE-

- a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Country shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- b. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.
- 34. CONTRACT ALTERATIONS-No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his or her authorized agent.
- 35. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS-It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign his or her right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract.
- 36. FUNDING-A contract shall be deemed binding only to the extent of appropriations available to each Agency for the purchase of goods and services.
- 37. DELIVERY/SERVICE FAILURES-Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall relmburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.
- 38. NON-LIABILITY-The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at his or her discretion, cancel the contract.
- 39. NEW GOODS, FRESH STOCK-All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.
- 40. NON-DISCRIMINATION-During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
 - e. Contractor and Subcontractor hereunder shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

41. VENDOR RELATIONS DIVISION-

- a. It is the policy of the County of Fairfax as declared by the Fairfax County Board of Supervisors' adoption of a Small and Minority Business Enterprise Program, April 6, 1981, that Fairfax County and its employees undertake every effort to increase opportunity for utilization of small or minority businesses in all aspects of procurement to the maximum extent feasible.
- b. In connection with the performance of this contract, the Contractor agrees to use his or her best effort to carry out this policy and to

insure that small and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract.

- c. As used in this contract, the term small business means an independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of \$10 million or less averaged over the previous three years.
- d. As used in this contract, the term "minority business" means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company, or other entity, at least 51% of the equity ownership interest in the corporation, partnership or limited company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals. Such Individuals shall include Asian American, African American, Hispanic American, Native American, Eskimo or Aleut.
- e. As used in this contract, the term women-owned business means a business concern that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens.
- f. Contractors may rely on oral or written representations by subcontractors regarding their status as small and/or minority business enterprises in lieu of independent investigation.
- g. Where Federal grants or monies are involved it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.
- 42. GUARANTEES & WARRANTIES-All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.
- 43. PRICE REDUCTION-If at any time after the date of the bid the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. FAILURE TO DO SO MAY REQUIRE TERMINATION OF THE CONTRACT. Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by the Purchasing Agent.

The Contractor, if requested, shall furnish, within ten days after the end of the contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the bid, or (2) if any such general price reductions were made, that as provided above, they were reported to the Purchasing Agent within ten (10) days and ordering offices were billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the Purchasing Agent was notified of any such reduction.

44. CHANGES-Should it become proper or necessary in the execution of this contract to make any change in design, or to make any alterations which will increase the expense, the Purchasing Agent shall determine an equitable adjustment.

No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

45. PLACING OF ORDERS-Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card) executed and released by the Purchasing Agent or his or her designee. The Purchase Order must bear the appropriate contract number and date. Where Blanket Purchase Agreements (BPAs) have been executed and a Blanket Purchase Order has been released by the Purchasing Agent, telephonic orders may be placed directly with the Contractor by authorized personnel in the ordering Agency.

DELIVERY PROVISIONS

- 46. SHIPPING INSTRUCTIONS CONSIGNMENT-Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 AM 3:00 PM. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the receiver at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.
- 47. RESPONSIBILITY FOR SUPPLIES TENDERED-Unless otherwise specified in the solicitation, the Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the

Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

- 48. INSPECTIONS-Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the County will bear the expense of Inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.
- 49. COMPLIANCE-Delivery must be made as ordered and in accordance with the solicitation or as directed by the Purchasing Agent when not in conflict with the bid. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See Special Provisions for the individual solicitation.
- **50. POINT OF DESTINATION**-All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.
- **51.** ADDITIONAL CHARGES-Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mall and express charges may be added to invoice.
- **52. METHOD AND CONTAINERS**-Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.
- **53. WEIGHT CHECKING**-Deliverles shall be subject to re-weighing over official sealed scales designated by the County. Payments shall be made on the basis of net weight of materials delivered. Normal shrinkage may be allowed in such instances where shrinkage is possible. Net weights only, exclusive of containers or wrapping, shall be paid for by the County.
- **54. DEMURRAGE AND RE-SPOTTING-**The County will be responsible for demurrage charges only when such charges accrue because of the County's negligence in unloading the materials. The County will pay railroad charges due to the re-spotting of cars, only when such re-spotting is ordered by the County.
- 55. REPLACEMENT-Materials or components that have been rejected by the Purchasing Agent, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to the County.
- **56.** PACKING SLIPS OR DELIVERY TICKETS-All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
 - 1. The Purchase Order Number,
 - 2. The Name of the Article and Stock Number (Supplier's),
 - 3. The Fairfax County Identification Number (FCIN), if specified in the order,
 - 4. The Quantity Ordered,
 - 5. The Quantity Shipped,
 - 6. The Quantity Back Ordered,
 - 7. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BILLING

57. BILLING-Billing for the Fairfax County Public Schools and for County agencies: Unless otherwise specified on the contract or purchase order (PO), invoices are to be submitted, in DUPLICATE, for each purchase order immediately upon completion of the shipment or services. If shipment is made by freight or express, the original Bill of Lading, properly receipted, must be attached to the invoice. Invoices should be mailed to the "BILL TO" address on the PO or to the appropriate address specified in the contract.

PAYMENTS

- **58. PAYMENT-**Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Fairfax County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modifications thereto.
- **59. PARTIAL PAYMENTS-**Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.

60. PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING-When equipment requires installation (which shall also be interpreted to mean erection and/or setting up or placing in position, service, or use) and test, and where such installation or testing is delayed, payment may be made on the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

GENERAL

61. GENERAL GUARANTY-Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
- Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.
- e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

62. SERVICE CONTRACT GUARANTY-Contractor agrees to:

- a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the County may reduce the said services at any time.
- Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- c. All work and services rendered in strict conformance to all laws, statues, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.
- d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
- e. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.
- 63. INDEMNIFICATION-Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

64. OFFICIALS NOT TO BENEFIT-

- a. Each bidder or offeror shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
- b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
- c. In the event the bidder or offeror has knowledge of benefits as outlined above, this information should be submitted with the bid or

proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

- 65. LICENSE REQUIREMENT-All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: http://www.fairfaxcounty.gov/dta/business_tax.htm. The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.
- **66. REGISTERING OF CORPORATIONS**-Any foreign corporation transacting business in Virginia shall secure a certificate of authority as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission, Post Office Box 1197, Richmond, Virginia 23209. The Commission may be reached at (804) 371-9733. The consequences of failing to secure a certificate of authority are set forth in Virginia Code Section 13.1-758.
- 67. COVENANT AGAINST CONTINGENT FEES-The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- **68. VIRGINIA FREEDOM OF INFORMATION ACT-**All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:
 - a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 - c. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.
 - d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.

BIDDER/CONTRACTOR REMEDIES

69. INELIGIBILITY-

- a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent.
 - 1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
 - 2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.
- b. The County Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:
 - Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 - Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor;
 - 3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
 - 4. Violation of contract provisions, as set forth below, of a character which is regarded by the County Purchasing Agent to be so

serious as to justify suspension or debarment action:

- (a) failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
- (b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension or debarment;
- Any other cause the County Purchasing Agent determines to be so serious and compelling as to affect responsibility as a contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
- 6. The contractor has abandoned performance or been terminated for default on any other Fairfax County project;
- 7. The contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.
- c. If, upon appeal, it is determined that the action taken by the County Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

70. APPEAL OF DENIAL OF WITHDRAWAL OF BID-

- a. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.
- b. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 4 a.9, of the Fairfax County Purchasing Resolution, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.
- If, upon appeal, it is determined that the decision refusing withdrawal of the bid was arbitrary or capricious, the sole relief shall be withdrawal of the bid.

71. APPEAL OF DETERMINATION OF NONRESPONSIBILITY-

- a. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular County contract shall be notified in writing by the County Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.
- b. If, upon appeal, it is determined that the decision of the County Purchasing Agent was arbitrary or capricious and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question. Where the award has been made and performance has begun, the County may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

72. PROTEST OF AWARD OR DECISION TO AWARD-

- a. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the County Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 3, Section 4, of the Fairfax County Purchasing Resolution. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon Information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 4d of the Fairfax County Purchasing Resolution, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Article 2, Section 4d, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The County Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the written decision by Instituting legal action as provided in the Code of Virginia.
- b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The County Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the County Purchasing Agent may declared to contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

- c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.
- d. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

73. CONTRACTUAL DISPUTES-

- a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the contractor within thirty (30) days. The decision of the County Purchasing Agent shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified.
- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the contractor's Intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
- 74. LEGAL ACTION-No bidder, offeror, potential bidder or offeror, or contractor shall institute any legal action until all statutory requirements have been met.
- 75. COOPERATIVE PURCHASING-The County may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for professional services, a public body may purchase from another public body's contract even if it did not participate in the request for proposal (RFP) or invitation for bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.
- 76. PROFESSIONAL AFFILIATION-The Department of Purchasing & Supply Management holds membership in the National Institute of Governmental Purchasing, Inc., a non-profit, educational and technical organization that includes among its goals and objectives the study, discussion, and recommendation of improvements in governmental purchasing and the interchange of ideas and experiences on local state, and national governmental purchasing problems.
- 77. DRUG FREE WORKPLACE-During the performance of a contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (Iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- 78. IMMIGRATION REFORM AND CONTROL ACT: Contractor certifies that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

/S/ David P. Bobzien	
COUNTY ATTORNEY	
/S/ Cathy A. Muse	
COUNTY PURCHASING AGENT	

APPROVED:

ORDINANCE NO. 2793 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE MAYOR AND/OR CITY MANAGER AND CITY CLERK TO EXECUTE A LEASE AGREEMENT WITH INTER TECHNOLOGIES, INC. FOR THE BUILDING LOCATED AT 5754 WEST GLENN DRIVE, GLENDALE, ARIZONA; AND ORDERING THAT THE LEASE AGREEMENT BE RECORDED.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the Mayor and/or City Manager and the City Clerk are hereby authorized and directed to execute on behalf of the City of Glendale a Lease Agreement with Inter Technologies, Inc. for the building located at 5754 West Glenn Drive, Glendale, Arizona. A copy of said lease is on file in the office of the City Clerk.

SECTION 2. That the City Clerk be instructed and authorized to record a copy of this lease agreement with the Maricopa County Recorder's Office.

PASSED, ADOPTED AND AP Glendale, Maricopa County, Arizona, this	PROVED by the Mayor and Council of the City of s, 2012.
ATTEST:	MAYOR
City Clerk (SEAL)	
APPROVED AS TO FORM:	
City Attorney	
REVIEWED BY:	
City Manager	
I_InterTechnologies.doc	

Business-Voting Agenda

01/10/2012

TO:

Honorable Mayor and City Council

FROM:

Ed Beasley, City Manager

PRESENTED BY:

Dave McAlindin, Assistant Economic Development Director

SUBJECT:

INTER TECHNOLOGIES, INC. LEASE AGREEMENT

Purpose

This is a request for City Council to adopt an ordinance authorizing the City Manager to enter into a lease agreement with Inter Technologies, Inc. for the property located at 5754 West Glenn Drive, the former Bead Museum.

Council Strategic Goals or Key Objectives Addressed

This request supports Council's goal of one community with a vibrant city center by bringing a new paying tenant to the city-owned former Bead Museum building located in the Centerline District. The new tenant will attract visitors to the downtown, supporting local business, while further enhancing Centerline as a destination by bringing a new mix of live music and performance opportunities to downtown Glendale.

Background

At the May 17, 2011 City Council Workshop, staff provided a Centerline project update. During that presentation, Council directed city staff to actively seek a tenant for the former Bead Museum site that would help support and grow the arts in downtown Glendale.

Inter Technologies, Inc. is a national company providing audio/video technology services to both private and public entities, including the Department of the Navy, Air Force, as well as a host of universities throughout the country. They also recently completed work at Luke Air Force Base. Inter Technologies, Inc. has more than 50 employees nationwide, has been in business since 2000 and is ranked by Inc. Magazine as one of the fastest growing women-owned businesses in the country. Inter Technologies, Inc. is the parent company of Jivemind, an organization specifically focused on promoting and growing the music community in the valley by working to bring musicians and opportunities together. Inter Technologies, Inc. will be the party signing this lease and will also be operating a small office out of this location.

Jivemind was previously located at 800 North 1st Avenue near downtown Phoenix before they outgrew that space. Jivemind is now seeking a new, larger location where they will be better able to partner with the local community and provide an atmosphere where musicians of all ages can enhance their musical abilities and develop a passion and appreciation for all styles of music

and culture. Further, Jivemind's mission for their Glendale headquarters is to create an environment that will provide existing musicians with a place to practice, obtain lessons and record music. Jivemind will also work to bring music to underprivileged youth by providing both instruments and lessons for free or at a discounted rate.

Jivemind and its parent company, Inter Technologies, Inc. will enter into a one-year lease agreement with the city, with a five-year annual renewal option. Additionally, Jivemind will at its sole cost, pay for all tenant improvements planned for the city-owned building, estimated at no more than \$20,000. Jivemind will be installing soundproof training and practice rooms, along with a recording studio to enable them to service multiple musicians simultaneously. They will also be installing additional soundproofing in the showroom to allow for acoustically significant live music performances.

Community Benefit

As part of the lease agreement, Jivemind will also be providing 38 new downtown events each calendar year. These events will be music, art, and culturally oriented bringing new visitors to downtown Glendale and patrons to our local businesses. Jivemind will partner with youth groups and local schools to provide musical services that will directly benefit the community. Inter Technologies, Inc. will staff an office at this location bringing a new technology oriented business to Glendale.

Budget Impacts & Costs

This one-year lease agreement with a five-year annual renewal option will generate \$17,500 annually in lease revenue to the city. Lease revenue from this agreement will be deposited into the General Fund.

Recommendation

Waive reading beyond the title and adopt an ordinance authorizing the City Manager to enter into a lease agreement with Inter Technologies, Inc. for the term of one year; and further authorizing the City Manager to extend the lease, at his discretion, in accordance with its terms.

Ed Beasley City Manager



Attachment Memorandum

DATE:

01/10/2012

TO:

Ed Beasley, City Manager

FROM:

Dave McAlindin, Assistant Economic Development Director

SUBJECT:

INTER TECHNOLOGIES, INC. LEASE AGREEMENT

1. Ordinance

2. Memo to Mayor and Council dated November 18, 2011

3. Excerpt from Council Workshop Minutes of May 17, 2011

4. Lease Agreement



Economic Development Memorandum

DATE: November 18, 2011
TO: Mayor and Council

FROM: Brian Friedman, Director, Economic Development

THROUGH: Ed Beasley, City Manager

SUBJECT: Inter Technologies Corporation/Jivemind Lease – 5754 W Glenn Dr.

(City Owned - Former Bead Museum Building)

History

At the May 17, 2011 Council Workshop, staff was directed to support and grow the arts in downtown Glendale and to actively recruit a tenant for the former Bead Museum.

Proposal

Jivemind is an organization specifically focused on promoting and enhancing the music community in the Valley by working to bring musicians and opportunities together. Their previous location was at 800 N. 1st Avenue near downtown Phoenix before they outgrew this space. Jivemind is now seeking a new larger location where they will be better able to partner with the local community. Jivemind's mission is to create an environment that will allow existing musicians to grow by providing a place to practice, obtain lessons and record music. Jivemind will also work to bring music to underprivileged youth by providing both instruments and lessons as part of their charter. Jivemind's vision for their Glendale Headquarters is to provide an atmosphere where musicians of all ages can enhance their musical abilities and further develop a passion and appreciation for all styles of music and culture. Jivemind and its benefactor, described below, are willing to enter into a one year lease agreement with the city, with a mutual five year annual renewal option. Jivemind will pay ~\$3 per square foot or \$17,500 annually for the NNN style lease of the building. The estimated annual direct economic impact to Glendale is \$19,772 per Sarah Murley, SVP of Applied Economics. Additionally, Jivemind will at its sole cost, pay for all tenant improvements planned for the city owned building, estimated at \$20,000. Jivemind will be installing sound proof training and practice rooms, along with a recording studio to enable them to service multiple musicians simultaneously. They will also be installing extra sound proofing in the show room to allow for acoustically significant live music performances. As part of the lease agreement, Jivemind will also be providing 38 new downtown events each calendar year. These events will be music, art, and culturally oriented bringing new visitors to the downtown and patrons to our local businesses. Jivemind is dedicated to working with and for musicians as well as local youth groups, including area schools, to make music available to everyone and teach children the joy of music.

Benefactor

Inter Technologies Corporation is a national company providing audio/video technology services to both private and public entities, including the Department of the Navy, Air Force, as well as a host of universities throughout the country. Inter Technologies has over 50 employees with over \$12,000,000 in annual sales. Inter Technologies is the corporate financial sponsor of Jivemind and will be the party signing the lease for the former Bead Museum on behalf of Jivemind. Inter Technologies will also be operating a small office out of this Glendale location. Recently Inter Technologies completed audio visual improvements to facilities at Luke Air Force Base and are looking forward to opening their new Arizona location.

Benefit to Glendale

- The former Bead Museum will house an active tenant paying \$17,500 a year in direct lease revenue to the City of Glendale. Inter Technologies have agreed to prepay the first six months of the lease (\$8750) to the city upon execution of a lease agreement.
- Jivemind will be investing \$20,000 into tenant improvements in the building.
- A key city-owned building will have a tenant actively attracting people to the downtown.
- Jivemind is currently financially backed by Inter Technologies who will sign the lease with the City.
- Jivemind will support youth groups in the area and assist underprivileged youth in learning the joys of music by providing access to free musical instruments and introductory lessons.
- Jivemind will work to build relationships with local schools and other youth groups to best provide services to the community, they will be contacting Glendale High School, Landmark Elementary, and Isaac E. Imes Elementary.
- Jivemind will help to bring to fruition Council's stated goal to establish an Arts District in the downtown.
- Jivemind has agreed to add over 38 events to the downtown supporting our restaurant and merchant community by attracting visitors and patrons.
- Jivemind will bring regularly scheduled live music entertainment which is currently a missing amenity in the downtown.

This project is another step in the establishment of an Arts District in the downtown. Further it will attract new visitors to the downtown and support our local businesses while simultaneously creating new direct revenue sources for the city. Finally, this project will help Glendale youth by opening a door for children to learn the joy of music who otherwise may not have had access to such an opportunity.

*PLEASE NOTE: Since the Glendale City Council does not take formal action at the Workshops, Workshop minutes are not approved by the City Council.



MINUTES OF THE GLENDALE CITY COUNCIL WORKSHOP SESSION

Council Chambers - Workshop Room 5850 West Glendale Avenue May 17, 2011 1:30 p.m.

PRESENT:

Mayor Elaine M. Scruggs and Councilmembers Norma S. Alvarez, Joyce

V. Clark, Yvonne J. Knaack, H. Phillip Lieberman, and Manuel D.

Martinez,

ABSENT:

Vice Mayor Steven E. Frate

ALSO PRESENT:

Ed Beasley, City Manager; Horatio Skeete, Assistant City Manager; Craig

Tindall, City Attorney; and Pamela Hanna, City Clerk

1. GLENDALE CENTERLINE UPDATE

<u>CITY STAFF PRESENTING THIS ITEM</u>: Dick Bowers, President, R.A. Bowers and Associates; Jim Colson, Deputy City Manager; Erik Strunk, Interim Executive Director, Parks, Recreation and Library; Brian Friedman, Director, Economic Development; Julie Watters, Acting Deputy Communications Director, Marketing

This is an opportunity for staff to provide City Council with an update on Centerline activities and recent successes.

The Centerline initiative is consistent with Council's goal of one community with a vibrant city center and one community with high-quality economic development. This program focuses on facilitating private business investment, job creation, and the development of shopping and entertainment opportunities in downtown Glendale.

Glendale Centerline is a geographic area bounded by 43rd Avenue to 67th Avenue, Myrtle Avenue to Ocotillo Road.

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vision going forward. He discussed the series of meetings and seminars with property and business owners to attract new customers and increase profitability. He noted their goal was to remain engaged with the business and property owners to identify opportunities and issues very early on to create partnerships based on effective communication and performance that is measurable. He added a key objective is to encourage more active private sector leadership to drive these initiatives and focus on specific performance.

Mr. Colson asked to touch on two very important topics before introducing Mr. Jon Froke to briefly summarize the Centerline Overlay District. He explained the first topic was the importance of honoring history in Centerline. He stated it was imperative the future be built on the rich heritage of the past. The Centerline will be successful because they will be able to celebrate and maintain the ambiance and character while enhancing their economic vitality. The second topic is to recognize the very important role of policy initiatives as tools that are vital to facilitating redevelopment.

Mayor Scruggs asked the Councilmembers to take time to comment and celebrate the success of the Centerline District before leading into the next item, the public policy program overlay district.

Councilmember Clark stated Centerline remains an exciting prospect and project for the future. She has no doubts that over time, it will become exactly what they envision. She explained a very important aspect to the success of this project was flexibility. She noted it often takes a long time to go from point A to point B, therefore, the more flexibility they can build into any of the policy discussions will be better served by having that option. She agrees with preserving the historic aspects and building upon it was critical. However, a greater aspect to this project was the introduction of art. She stated art brought a lot of bang for the buck as discussed with First Saturdays, which have raised revenues by 20%. She noted there was no greater testament to the power of bringing art to a public venue and what it could do for a community economically. She commended Ms. Justine Cornelius, Senior Management Assistant, who jumped in and embraced art and the whole concept. She also thanked her for her efforts in working with the Fusion Foundation Group. She remarked on the sidewalk street art and how this brought a lot of people and interest to the area. She commented on the Pop-up Galleries and its setbacks. She suggested staff invite professional artists to the First Saturday's events such as potters, woodworkers and weavers, which can be readily found. She also suggested the city find some cheap space to rent to sublease to professional craftspeople or artists where they can practice and sell their craft in the same spot. She thanked staff for their wonderful presentation. She stated it was very exciting to hear about the potential of Centerline. She realizes everyone hopes this economy would turn around quickly so they could implement some of the great ideas incorporated in Centerline. She asked everyone to keep the faith and Centerline will happen and be reborn.

Councilmember Alvarez agreed this was a wonderful presentation. However, she would like to see more partnerships with schools to where they could come to the amphitheater during the school year and give some kind of performances. She added parents love to see their children perform and this will help bring families out to the Centerline area.

Councilmember Knaack stated Centerline is alive and well and wants people to realize that since she was asked daily what was happening with the Centerline project, she believes they still need to communicate that this project has not died. She stated as a downtown business and property owner, she supports everything presented today. She noted there are many other downtown business and property owners who also have a great investment in downtown Glendale. She noted many will be happy to hear everything that has and is taking place in Centerline. She added window art was an option; however, artists will not provide their art for free and businesses were already struggling with the bad economy. She explained there was a difference with a business owner verses a property owner. She believes the city needs to focus on the property owner since they are the ones that will make the upgrades and changes to their businesses. She discussed the legislature's passage of the sign-walker law and how she believes it to be a detriment to the community. She explained sign-walkers had been advertising in front of her insurance business with a huge cigarette sign. She knows these are legal; however, believes the city needs to work with them and the area businesses they affect. She was also concerned with the tattoo shops and now the smoke shops in the area.

Councilmember Martinez stated this had been a great presentation and was glad to hear from staff on this item. He hopes a lot of people tune in today because these were excellent presentations that provide a good picture of how well the project was progressing and the results that have occurred. He added it was great to have the perspective of a downtown business owner who also sits on the Council. He noted it was also good to hear from a business owner he spoke with who was still very selective to whom he rents to on the Centerline, which was refreshing to know in this economy. He thanked staff for all their hard work and a great presentation.

Councilmember Lieberman thanked staff for all their hard work and all they have done. However, none of it applies to the mile of his district that was in Centerline. He commented about the many businesses in that mile that have been stalled because of the economy. He explained this was unfortunate since this was the entrance to Glendale. He listed several businesses which he previously owned and all the businesses that were open years ago on that mile, which in those days were very valuable. He discussed Council's discovery trips and all the wonderful ideas they came back with. He believes the city needs to put massive amounts of money in that mile to bring businesses into the area. He noted that businesses relocating into the area now were not businesses that typically draw everyday neighborhood businesses into an area. He reiterated he would like to see the city invest money in a project that will draw other projects into the gateway to the City of Glendale.

Mayor Scruggs stated three years ago this month, the Council was on their visits to other cities in other states. She explained that viewing the Glendale alleyway enhancement slides today could have been something seen on her tour trip three years ago. Accordingly, she sees a tremendous amount of progress being made since their trips, in a very short amount of time. Because of this, she wanted to take this opportunity for the Council to celebrate the many successes that have happened in an extraordinarily difficult economic time. She commended staff on the tremendous work that has happened even with the horrendous slide in the economy. She also commended Ms. Watters on her great marketing effort on getting this news out when they have had to compete with the media's obsessive attention to other projects that begin with a "C". She noted the media did not write about other happenings in the city other than those two "C" projects.

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She suggests staff find a way to highlight the fire hydrant project and celebrate the student's art that was selected, perhaps on Glendale's website. She also commended Mr. Friedman on the many emails coming from him recognizing new economic development business successes. She explained the emails were getting very frequent and rapid and hopes it keeps up. She once again thanked staff for their presentation on the city's great progress on this issue and believes the only thing lacking was that nobody likes to pay attention to success.

Councilmember Clark remarked on the Bead Museum and how it was now vacant. She suggested they use that space for the Pop-up Art Galleries in conjunction with First Saturday and Alleyway Art. She explained in her opinion, the only disappointing factor with the Centerline project was that it continues to be a city initiative and would like to see more business support. She noted in Council's discovery trips, other cities had thriving business associations that collected dues and contributed to their marketing of downtown. She noted that was still an issue that needs to be addressed. She believes this issue cannot come from the city, but rather the business community that have to decide to partner with the city and invest in Centerline. As to Councilmember Lieberman's comments regarding city investments, they are now in very different economic times and doubts they will see "boom" for a long time. Therefore, every city dollar was precious, so when they invest, they need to invest with identifiable and achievable goals.

Councilmember Alvarez explained that in fairness to the downtown businesses, she believes they are ready to work together and move forward to better their businesses and communities. She noted some were discussing possibly forming an association to develop downtown. She stated the Mexican Fiestas could be something the city can bring back since it was a great success in the past. She added Glendale was the first city in Arizona to have a Mexican Fiesta in 1933 and believes it will bring a lot of people to Glendale. She noted they had enough volunteers for this project with only little guidance from the city.

Mayor Scruggs commented on the sign-walker issue and asked staff to include another discipline in their Multi-Disciplinary Task Force for the Intergovernmental Program Department. She remarked the sign-walker business was out of control. She believes the reasons for allowing this initiative was not good public policy. This policy actually detracts from other businesses since it was granting rights to one business and ignoring another. She understands sidewalks are private, however, when it starts hurting businesses it seems like this turned into a right that was being abused. On another matter, as a publicity item for the community, she wanted to make staff aware Glendale High School's Centennial was this year.

Councilmember Lieberman commented on a meeting they had at Glendale High School, as their first attempt to do exactly what they were attempting today. He stated that Councilmember Alvarez was an interpreter then and had attended that meeting. He explained that back then, the project was called Magnetic Mile. He noted this was the third start of this project that he knows of in the past 30 years and hopefully it's the best and last.

Councilmember Martinez inquired as to the plan the city had for Thunderbird Lounge and the cleaners. He thought they were going to be demolished. Mr. Ed Beasley, City Manager, stated

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City Clerk CITY OF GLENDALE 5850 West Glendale Avenue Glendale, Arizona 85301

LEASE AGREEMENT

This Lease Agreement ("Agreement") is executed to be effective the _____ day of February, 2012, between the City of Glendale, an Arizona municipal corporation ("City"), and Inter Technologies, Inc., a Virginia corporation authorized to do business in the State of Arizona ("Lessee").

RECITALS

- A. The City is the owner of real property located at 5754 West Glenn Drive, Glendale, Arizona ("the Premises").
- B. Lessee desires to lease the Premises in order to occupy and operate a music recording studio and music practice rooms and provide music-related classes and workshops, among other things.
- C. The City desires to make available music and other cultural events to members of the public, including students, residents and tourists.
- D. The City recognizes the benefits that cultural arts provide communities and the educational opportunities the Lessee will provide, as well as the contribution the Lessee will provide to the economic vitality of downtown Glendale.
- E. The City is willing to lease the Premises to Lessee on the terms and conditions specified herein.

AGREEMENT

1. Grant of Lease

- 1.1 The City leases to Lessee the Premises consisting of approximately 6,559 square feet of space located at 5754 West Glenn Drive, Glendale, Arizona which is depicted on Exhibit A of this Agreement.
- 1.2 The purpose of the lease of the Premises by the City to the Lessee under the terms and conditions set forth herein is to provide for Lessee's:
 - a. Operation and rental of a music studio and recording space;
 - b. Rental of music practice space;
 - c. Conduct of educational classes and workshops related to music;
 - d. Offering of live music shows;
 - e. Offering of art exhibits and other cultural shows and events;

- f. Marketing, rental and sale of musical instruments and audio-visual equipment; and
- g. Marketing, rental and sale of music-related merchandise.
- h. Business office space for Lessee and its affiliated business, Jivemind.
- 1.3 By this Agreement, Lessee is granted the following privileges, uses, and rights related to the Premises:
 - a. Use of public parking spaces located in the public parking lot located directly north of the Premises, as shown on Exhibit A of this Agreement, by the Lessee, its agents, employees, and invitees. Notwithstanding the preceding sentence, use of these parking spaces by the Lessee, its agents, employees, and invitees is not allowed during the City's Signature Festivals. Upon Lessee's request to the City's Marketing Department, the City will provide ten passes to Lessee for access at no cost to the Palmaire public parking garage during the City's Signature Festivals for use by the Lessee, its agents, employees, and invitees.
 - b. Ingress and egress from and to the Premises over and across the public sidewalks, roadways, and parking lot serving the Premises, as well as ingress and egress over and across the Civic Center Plaza to be utilized by the Lessee, its agents, employees, and invitees.
- 1.4 All rights and privileges granted in the Agreement are non-exclusive.
- 1.5 Lessee is required to operate and hold the Premises open to the public ("Operating Hours") a minimum of 32 hours per week, unless different Operating Hours are agreed to in writing by the City's Economic Development Director. Lessee is required to have Operating Hours during event hours for all City of Glendale Signature Festivals. The 2011-12 Signature Festival Calendar is attached as Exhibit B. The schedule for future Signature Festival events will be available from the City's Marketing Department and provided to Lessee upon request.
- 1.6 Lessee is required to offer the following events during each Term:
 - a. Four (4) music concerts, open to the public free of charge, at the Glendale Municipal Amphitheater, located adjacent to City Hall at 5850 West Glendale Avenue, Glendale, Arizona. Dates for these concerts must be coordinated with and approved by the City's Marketing Department at least six months in advance of the concert.
 - b. Twenty-four (24) music concerts and ten (10) other cultural events held at locations within the Glendale municipal boundaries. Lessee may charge for admission to these events.
 - c. For all concerts and events held at a location other than the Premises, Lessee must obtain all required City, County, and/or State permits and licenses, as well as provide a certificate of insurance naming the City as an additional insured.
- 1.7 Lessee will actively work with schools located in the City and youth organizations serving City residents to establish relationships and provide access to music services. During each

Term, Lessee will make written offers to provide its services at discounted rates of at least 15% to at least five public primary or secondary schools located within the City.

1.8 Lessee may not use the Premises for any purposes other than those specified herein.

2. Term

- 2.1 Lessee's lease of the Premises is for twelve (12) months commencing on February 1, 2012 and expiring on January 31, 2013, unless sooner terminated pursuant to the provisions of this Agreement.
- 2.2 Subject to the City's consent, Lessee may renew this Agreement annually for an additional 12-month period ("Renewal Term") for up to a maximum of four Renewal Terms, subject to the same terms and conditions set forth herein, provided that Lessee is not in default of any of its obligations under this Agreement at the time of renewal or on more than one occasion during the previous Term or Renewal Term of this Agreement.
- 2.3 To exercise a renewal option Lessee must:
 - a. Deliver to the Economic Development Director:
 - 1. Written notice of its intention to seek a renewal term at least 90 days prior to any expiration of this Agreement; and
 - 2. Proof of insurance as required by this Agreement, which proof must be presented with the notice of the intent to seek a renewal term.
 - b. Obtain City Manager's written consent to Renewal Term. The City will provide a written response within 30 days of receiving Lessee's notice of intention to seek a Renewal Term under subsection (a) above.

3. Rent

- 3.1 Lessee's rent for the lease of the Premises is as follows:
 - a. From the effective date until January 31, 2013 ("Initial Term"), the total rent will be \$17,500.
 - b. Rent for the Initial Term is payable as follows:
 - 1. A lump sum of \$8,750.02 payable at the time the Agreement is executed by Lessee.
 - 2. Six equal monthly payments of \$1,458.33 payable on the first day of the month beginning on the sixth month of the Initial Term and continuing for six months, for a total of \$8,749.98.
 - c. Rent for each 12-month Renewal Term, if any, is payable in 11 monthly installments of approximately one-twelfth (1/12) of the total annual rent or \$1,458.33 and one monthly installment of \$1,458.37, payable beginning on the first day of the month of the first month of the Renewal Term and continuing for 12 months.

- 3.2 Lessee must remit payment to the City on the first day of each month to the City's finance and accounting office at 5850 West Glendale Avenue, Glendale, Arizona 85301.
- 3.3 If Lessee fails to pay any rent in full on or before the fifth day following the due date, the unpaid amount will accrue interest at a rate of 18% per annum from the due date until payment in full is made.
- 3.4 City's acceptance of any monies from Lessee is not an admission of the sufficiency of the amount of the payment, and the City reserves all legal rights to question the accuracy of Lessee's payments.

4. Books and Records

Lessee will prepare and submit to the Economic Development Director by December 1 of each year this Agreement is in effect a report of all of Lessee's activities for the previous year, including but not limited to: concerts, events, exhibits, workshops, classes, visitor counts, shows, activities, sales, media coverage, publicity and actual Operating Hours.

5. Improvements

- 5.1 Lessee will spend at least \$10,000 for tenant improvements including, but not limited to, installation of a music recording studio and at least 2 music practice rooms, painting of interior walls, installation of new flooring where required and agreed upon by the City.
- All improvements and modifications made by Lessee must be constructed in a good, workmanlike manner and must comply with all applicable City, state and federal laws, codes, and requirements, including without limitation, the public procurement requirements of Title 34, Arizona Revised Statutes.
- 5.3 Lessee must secure written approval by the City prior to starting any improvement to or modification of the Premises.
 - a. Before commencing any improvements or modifications, Lessee will submit detailed construction plans and specifications to the City; and upon completion of any improvements or modifications, Lessee will furnish to the City two complete sets of detailed plans and specifications of the work as completed.
 - b. Prior to starting any construction of improvements or modifications to the Premises, Lessee must secure all applicable building permits, approvals and required insurance.
 - c. Lessee will begin construction of any improvements and modifications to the Premises within a reasonable period of time following the approval of the City and the issuance of a building permit, if necessary, for the construction, and construction must be completed in accordance with the schedule listed for completion or as otherwise agreed upon by the City. Lessee may begin construction at any time after the Agreement is recorded and after Lessee pays the lump sum of \$8,750.02 required by Section 3.1(b)(1), above, as long as all necessary approvals and permits have been obtained by Lessee.

- 5.4 Lessee will furnish any additional information concerning any proposed or completed improvements or modifications that the City considers necessary with regard to the safety of the Premises.
- Prior to the commencement of any construction on the Premises, Lessee must provide the City with payment and performance bonds in amounts equal to the full amount of the written construction contract and which comply with A.R.S. §§ 34-222 and 34-223.
 - a. The payment bond is solely for the protection of claimants supplying labor or materials for required construction, and the performance bond is solely for the protection of the City, conditioned upon the faithful performance of the required construction.
 - b. Each bond must be filed with the City Clerk immediately upon execution.
- 5.6 Without waiving any prohibition against liens being placed upon public property, Lessee must keep the Premises and all improvements free of any mechanic's or materialmen's liens or liens of any kind or nature for any work done, labor performed or material furnished on or to the Premises and, if any lien is filed, Lessee must, at its sole cost, cause the lien to be removed from the Premises within 30 days of notice.
- 5.7 All improvements and modifications made by Lessee which permanently attach to the Premises become the property of the City upon expiration or termination of this Lease, at no cost to the City, free of any security interest or claims of any kind. The Parties intend that the audio/video equipment installed by Lessee, such as mixing boards, speakers, etc., may be removed by Lessee and that Lessee must repair any damage to the Property caused by their removal, such as repairs to walls, ceilings, floor, floor coverings, etc.
- 5.8 Lessee is not entitled to any offset or credit in rent or otherwise from the City in connection with improvements made by Lessee under this Agreement.

6. Utilities

- 6.1 Lessee is responsible for:
 - a. Arranging and paying for all utility services required on the Premises excluding landscaping and irrigation expenses.
 - b. Any communications fees, including telephone, internet, television, etc., which Lessee will arrange and pay directly to the service provider.
- 6.2 City is responsible for the provision and payment of landscaping and irrigation expenses.

7. Acceptance, Maintenance, and Repairs

- 7.1 Prior to commencement of this Agreement, the City made the Premises available to Lessee for inspection and the Lessee accepts possession of the Premises and the improvements thereon "as is" in its present condition.
- 7.2 The City shall maintain and keep the Premises and all of its structural elements in good condition and repair, including but not limited to windows, air-conditioning, heating,

- electrical, water, plumbing systems and equipment, roofing, exterior walls, exterior lighting, paving and walkways, and all exterior landscaping and irrigation.
- 7.3 Lessee shall maintain and make all necessary repairs to the furniture, fixtures, and equipment of Lessee. Lessee shall maintain the interior walls of the building located on the Premises, except reasonable wear and tear and any damage or loss for which the City is required to obtain casualty insurance. Lessee shall also repair and maintain all signage.
- 7.4 Lessee is solely responsible, at its cost, for all maintenance and repairs or for any damage caused by Lessee, or its agents, employees or invitees to the Premises.
 - a. Lessee must maintain the Premises, including utilities exclusively serving the Premises, whether the repair or maintenance be ordinary or extraordinary, structural or otherwise, and must keep the Premises at all times, in a clean and orderly condition and appearance, including any personal property or fixtures of the Lease.
 - b. Lessee is responsible for regular and routine janitorial services on the Premises.
- 7.5 If Lessee fails to repair or maintain the Premises to the satisfaction of the City, after the City's 30 days' written notice to the Lessee requiring that the maintenance or repair work be completed, the City may:
 - a. Terminate this Agreement; or,
 - b. At the City's option, enter the Premises without being deemed to have caused a termination of this Agreement or interference with Lessee's possession of the Premises, to maintain or repair any part of the Premises or its improvements and do all things reasonably necessary to accomplish the work required.
 - 1. All costs incurred by the City as a result of this re-entry must be immediately reimbursed to the City by Lessee upon demand.
 - 2. The City work will be accomplished in such a manner as to not unreasonably interfere with Lessee's operations.
- 7.6 If the City, its officers, employees or agents undertake any work hereunder, Lessee waives any claim for damages, consequential or otherwise, resulting therefrom.
- 7.7 The City's rights set forth in this section in no way affect or alter the primary obligations of the Lessee and do not impose upon the City any obligations unless specifically stated otherwise herein.

8. Additional Obligations of Lessee

- 8.1 Lessee must conduct its operations in an orderly and proper manner so as to not unreasonably annoy, disturb, endanger or be offensive to others.
- 8.2 Lessee must comply with all written instructions of the City in disposing of its trash and refuse and use a system of refuse disposal approved by the City.
- 8.3 Lessee must not commit nor permit to be done:

- a. Anything which may result in the commission of a nuisance, waste or injury on or to the Premises.
- b. Any act or thing upon the Premises that may constitute a hazardous condition so as to increase the risk attendant upon the operations permitted by this Agreement or that may invalidate or conflict with any fire insurance policies or regulations.
- c. Anything that may interfere with the effectiveness or accessibility of the drainage system, sewage system, fire protection system, alarm system, fire hydrants and hoses, if any, that are installed or located on the Premises.
- d. Any overloading of a floor, structure, or structural member on the Premises.
- e. Interfere with the free access and passage of others to space adjacent to the Premises.
- 8.4 Lessee will take measures to ensure security of the Premises.

9. Assignment and Subletting

- 9.1 Lessee may not assign or sub-lease any of its interest under this Agreement, nor permit any other person to occupy the Premises, without the prior written consent of the City.
 - a. City will not unreasonably withhold consent so long as Lessee's proposed assignee has in the City's sole determination the experience and financial capacity to continue Lessee's operations at the level of service required herein.
 - b. As a condition of approval, Lessee will submit biographical and financial information of the proposed assignee or sub-lessee to the City at least 30 days prior to any transfer of Lessee's interest.
 - c. The terms of this Agreement will be considered incorporated into any sub-lease.
- 9.2 Lessee may not mortgage, encumber, or assign any portion of its right, title, and interest in this Agreement to lenders for any purpose.

10. Signage

- 10.1 Lessee may install signage on the Premises, subject to compliance with the applicable City zoning code requirements.
- 10.2 The number, general type, size and location of signs must be approved in accordance with City's sign review and approval process and approval must be obtained prior to installation.

11. City's Additional Obligations

11.1 Within three months after execution of this Agreement, the City, through its Marketing Department, will produce a story to be broadcast on the City's website, cable channel 11, and You Tube Channel concerning the Lessee, its recording studio and offerings. The City will have sole discretion with respect to the content and broadcast times and frequency.

During the term of this Agreement, the City will post information on Lessee's events and activities within the City on the City's cable channel 11 community calendar, the City's Convention and Visitor's Bureau ("CVB") website (www.visitglendale.com), and through the downtown monthly newsletter (currently Downtown Discovery); include information in other CVB social media products; and allow distribution of brochures at the City's Visitor Center. The City will have sole discretion with respect to availability of these media to Lessee and the content and placement and length of such postings, messages and distributions.

12. Default by Lessee

- 12.1 The City may terminate this Agreement by giving Lessee 30 days' written notice after any of the following events and Lessee fails to cure the event:
 - a. The failure of Lessee to perform any of its obligations under this Agreement, including but not limited to, the failure to timely pay rent, construct tenant improvements, offer the required number of annual concerts and other cultural events, offer discounted services to Glendale schools, submit annual report of activities, and obtain required insurance; or
 - b. The taking of possession for a period of ten days or more of substantially all of the personal property used on the Premises belonging to Lessee by or under lawful authority of any legislative act, resolution, rule, order, or decree or any act, resolution, rule, order or decree of any court or governmental board, agency, officer, receiver, trustee, or liquidator.
- 12.2 If the City terminates this Agreement for default, the City, without further notice to Lessee, may re-enter the Premises and recover damages, including but not limited to, all costs of repossession and re-letting and brokerage commissions for services performed by or for the City.
- 12.3 Upon the termination of this Agreement for any reason, all rights of Lessee will terminate, including all rights of Lessee's creditors, trustees and assigns, and all others similarly situated as to the Premises.
- 12.4 Alternatively, the City may elect to:
 - a. Institute an action, in equity or at law, to enforce this Agreement;
 - b. Take possession of the Premises, without terminating this Agreement, and on behalf of Lessee, re-let the same or any part thereof for a term, shorter, longer, or equal to the then unexpired remainder of the Agreement's term and Lessee must pay any deficiency in the Rent amount; provided however, the City may at any time after taking possession terminate this Agreement by giving notice to Lessee and sue for damages;

- c. Exercise the "Remedies of Landlord" as set forth in Arizona Revised Statutes, Title 33; or
- d. Exercise any other remedy allowed by law or equity.
- 12.5 Failure by the City to take any authorized action upon default by Lessee of any of its obligations hereunder does not constitute a waiver of default nor of any subsequent default by Lessee.
- 12.6 Acceptance of rent and other fees by the City under this Agreement for any period after a default by Lessee is not a waiver by the City of its right to terminate this Agreement or to seek any other remedy provided herein, nor does acceptance constitute an estoppel of the City or any partial payment does not constitute any form of accord and satisfaction.

13. Default by City

Lessee may terminate this Agreement at any time that it is not in default in its obligations by giving the City 30 days' written notice after any of the following events:

- 13.1 Issuance by a court of competent jurisdiction of an injunction in any way preventing or restraining Lessee's use of any substantial portion of the Premises and thereafter remaining in force for a period of 30 consecutive days;
- 13.2 The inability of Lessee to use any substantial portion of the Premises for a period of 30 consecutive days due to the enactment or enforcement of any law or regulation or because of fire, earthquake or similar casualty, local or airport emergencies or Acts of God or the public enemy; or
- 13.3 The lawful assumption by the United States Government of the operation, control, or use of the Airport or any substantial part of it for military purposes in time of war or national emergency.

14. Indemnification

- 14.1 Lessee must defend, indemnify and hold harmless the City, including its elected or appointed officials, agents, boards, commissions, and employees, from all loss, damages or claims of whatever nature, including attorney's fees, expert witness fees and costs of litigation, that arise out of any act or omission of Lessee, including its agents, employees, and invitees in connection with Lessee's operations that result directly or indirectly in the injury to or death of any persons or the damage to or loss of any Premises, or arising out of the failure of Lessee to comply with any provisions of this Agreement.
- 14.2 The City will in all instances, except for loss, damages or claims resulting from the sole negligence of the City, be indemnified by Lessee against all such loss, damages or claims.

- 14.3 The City will give to Lessee prompt notice of any claim made or suit instituted which may subject Lessee to liability under this Section, and Lessee may compromise and defend the same to the extent of its own interest.
- 14.4 The City may, but has no duty to, participate in the defense of any claim or litigation with attorneys of the City's selection without relieving Lessee of any obligations hereunder.
- 14.5 Lessee's obligations hereunder survive any termination of this Agreement or Lessee's activities under this Agreement.

15. Insurance

- 15.1 Lessee must procure and at all times maintain the types and amounts of insurance as set forth in Exhibit C Insurance.
- 15.2 Lessee must list the City as an additional insured on all policies required by this Agreement. The certificate and policy shall name the City of Glendale as an additional insured and the insurance shall be primary and provide non-contributory coverage. The City shall be an additional insured to the full limits of the liability insurance purchased by the Lessee even if those limits of liability are in excess of those required by this Agreement.
- 15.3 Include contractual liability coverage for the obligation of indemnity assumed in this Agreement.
- 15.4 Policy issuer must possess an A.M. Best Rating of at least A- and be authorized by the State of Arizona Department of Insurance to transact business within Arizona.
- 15.5 Lessee must provide to the Economic Development Director proof of insurance prior to taking possession of the Premises for any purpose and in no event later than 10 calendar days after recordation of the Agreement. Certification must include: name and address of insurance company; policy number; liability coverage amounts; a statement that the policy will not be cancelled or failed to be renewed without 30 days written notice to the City's Risk Manager and Economic Development Director.
- 15.6 In the event Lessee fails to secure or maintain the required insurance.
 - a. Upon 30 days' written notice, and Lessee's failure to cure during this notice period, the City may terminate this Agreement; or
 - b. The City may secure the required insurance at Lessee's cost, which will be paid to the City immediately upon demand.

16. Quite Enjoyment

So long as Lessee timely pays the rent required under this Agreement and performs all of its other obligations under this Agreement, Lessee may peaceably have and enjoy the exclusive use of the Premises and all the privileges granted herein.

17. Damage or Destruction

- 17.1 If the Premises or any improvements thereon, insurable or uninsurable, are damaged or destroyed (except damage or destruction caused by Lessee or its invitees) to such an extent Lessee is prevented from continuing operations, the City will within 30 days provide notice to Lessee that the City:
 - a. Will repair or reconstruct the Premises and improvements substantially as they were immediately prior to the casualty, or in a new or modified design, and the time period of the reconstruction or repair; or
 - b. Terminate this Agreement; provided, however,
 - c. If the City fails to provide notice within 30 days of becoming aware of the damage or destruction, and the damage or destruction has not been caused by Lessee or its invitees, Lessee may terminate this Agreement by written notice to the City.
- 17.2 If the City elects to repair or reconstruct as set forth above, the rent provided for herein will be fully abated during the period from the date of the damage or destruction until repair or reconstruction is complete.
 - Abatement will not exceed the actual time required for arranging for and the doing
 of the work.
 - b. The City has no obligation to repair or rebuild any fixtures, equipment or other personal property installed by Lessee under this Agreement, whether damage or destruction to the Premises is partial or entire.
 - c. Abatement of rent does not operate as an extension of the Agreement period.
- 17.3 If damage or destruction to the Premises (except damage or destruction caused by Lessee) is partial and does not prevent Lessee from continuing operations, the City will promptly commence repairing the partial damage and pursue the work with diligence.
 - a. To the extent that partial damage is covered by any of Lessee's insurance, Lessee will reimburse the City for its costs of repair or replacement.
 - b. If the insurance proceeds exceed the City's costs of repair or replacement, Lessee may retain the excess.
- 17.4 If the improvements on the Premises are damaged or destroyed by fire or any cause whatsoever attributable in whole or in part to any act or omission of Lessee or its agents, employees, or invitees, the above subsections do not apply and this Agreement will continue in full force and effect.
 - a. Lessee must promptly repair or rebuild the improvements so damaged or destroyed, at Lessee's own cost, in a good workmanlike manner to the same standards existing at the time of the casualty, subject to applicable building codes existing at the time of repair or rebuilding.

- b. Upon the failure of Lessee to promptly repair or rebuild, the City may repair or rebuild the damaged or destroyed improvements, and Lessee must reimburse the City, on demand, for all cost of such work.
- 17.5 There is no obligation on the part of the City to reimburse Lessee for the loss or damage to fixtures, equipment, or other personal property of Lessee, and Lessee, for its own protection, may separately insure such fixtures, equipment, or other personal property as it so desires.

18. Surrender of Possession

- 18.1 Upon the expiration of termination of this Agreement, Lessee's right to occupy the Premises and exercise the privileges and rights granted under this Agreement immediately cease.
- 18.2 Lessee must surrender and leave the Premises in as good condition as it was upon initial occupancy, normal wear and tear excepted.
- 18.3 All trade fixtures, equipment and other personal property installed or placed by Lessee on the Premises remain the property of Lessee, and Lessee may, at any time during the term of this Agreement, remove the fixtures, equipment or personal property and repair, at its sole cost, any damage caused by the removal.
- 18.4 Upon expiration or termination any property not removed by Lessee becomes part of the Premises and ownership vests with the City.
- 18.5 All improvements and modifications made by Lessee that become attached to the Premises immediately become the property of the City upon the expiration or termination of this Agreement and Lessee must assure the property is free of any security interest or claims of any kind.

19. Notice

All notices required or permitted under this Agreement will be personally delivered or mailed by certified mail, return receipt requested, postage prepaid, to the following addresses:

TO THE CITY: City of Glendale

Attention: Economic Development Director

5850 West Glendale Avenue Glendale, Arizona 85301

with a copy to: City of Glendale

City Attorney

5850 West Glendale Avenue Glendale, Arizona 85301

TO LESSEE: Inter Technologies, Inc.

Attention: Bill Brewster 1605 North Home Street Mishawaka, IN 46545 with a copy to:

Jeff Rose 3019 North 14th Street, #406 Phoenix, Arizona 85014

- 19.2 Either party may designate in writing a different address for notice purposes pursuant to this Section.
- 19.3 Any notice given by certified mail is considered received on the next business day after the date of mailing.

20. Severability

If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining terms shall remain effective, if elimination of the invalid provision does not materially prejudice either party with regard to its respective rights and obligations.

21. Taxes and Licenses

- 21.1 Lessee shall pay any leasehold tax, possessory interest tax, sales tax, personal property tax, transaction privilege tax or other exaction assessed or assessable as a result of its occupancy of the Premises or conduct of business under authority of this Agreement, including any tax assessable on the City. If a statute or judicial decision results in the imposition of a real property tax on the interest of the City, the tax must also be paid by Lessee for the period this Agreement is in effect.
- 21.2 Lessee acknowledges that it may be considered, a "prime lessee," as defined in A.R.S. § 42-6201, and that it may, or in the future, may be subject to government property lease excise tax liability under this Agreement. Lessee further acknowledges that any failure by Lessee to pay taxes due under this paragraph after notice and an opportunity to cure constitutes a default that could result in divesting Lessee of any interest in or right to occupancy of the Premises.
- 21.3 Lessee must, at its own cost, obtain and maintain in full force and effect during the term of this Lease all licenses and permits required for all operations authorized by this Agreement.

22. Litigation

- 22.1 This Agreement is governed by the laws of the State of Arizona and any action taken hereunder will be filed within the courts of Maricopa County.
- 22.2 In the event of any litigation or arbitration between the City and Lessee arises under this Agreement, the successful party is entitled to recover its reasonable attorney's fees and expert witness fees and other costs incurred in connection with the litigation or arbitration.

23. Right of Entry Reserved

23.1 The City may at all reasonable times enter upon the Premises for any lawful purpose so long as the action does not unreasonably interfere with Lessee's use, occupancy or security of the Premises.

- Without limiting the foregoing, the City and any furnisher of utilities and other services has the right, at its own cost, whether for its own benefit or for the benefit of others, to repair, maintain, or replace existing and future utility, mechanical, electrical, plumbing, roofing, and other systems, and to enter upon the Premises to make repairs, replacements or alterations that are, in the opinion of the City, necessary or advisable and from time to time to construct or install over, in or under the Premises systems or parts and use the Premises for access to other parts of neighboring property otherwise not conveniently accessible.
- 23.3 If any personal property of Lessee obstructs the access of the City or any utility company providing service to any of the existing utility, mechanical, electrical and other systems, Lessee must move the obstruction, as directed by the City or utility company.
 - a. If Lessee fails to move the property after direction, the City or the utility company may move it, and Lessee must pay the cost of moving the obstruction immediately upon demand.
 - b. Lessee hereby waives any claim to the City or utility company for damages as a result of the involuntary removal, except for claims for damages arising from the City's or the utility company's sole negligence.

24. Remedies Are Non-Exclusive

All remedies provided in this Lease are considered cumulative and additional, not in lieu of or exclusive of, each other, or of any remedy available to the City or Lessee at law or in equity. The exercise of any remedy or the existence of other remedies does not prevent the exercise of any other remedy.

25. Time is of the Essence

Time is of the essence with regard to the performance of all of the Parties' obligations as set forth in this Agreement.

26. Miscellaneous

- 26.1 This Agreement constitutes the entire agreement between the Parties, except as to documents incorporated herein by reference, and supersedes all prior negotiations, understandings and agreements between the Parties concerning the matters.
- 26.2 This Agreement is to be interpreted, applied, and enforced according to the fair meaning of its terms and not construed strictly in favor of or against either Party, regardless of which Party may have drafted any of its provisions.
- 26.3 No provision of this Agreement may be waived or modified except by a writing signed by the Party against whom such waiver or modification is sought to be enforced.
- 26.4 The terms of this Agreement are binding upon and inure to the benefit of the Parties' successors and assigns.
- 26.5 Immigration Law and Compliance.

- a. Lessee, and on behalf of any subcontractor, warrants to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- b. Any breach of warranty of this section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- c. The City retains the legal right to inspect the papers of any of Lessee's or subcontractor employee who performs work under this Agreement to ensure that the Lessee or any subcontractor is compliant with the warranty under this section.
- d. The City may conduct random inspections, and upon request of the City, Lessee must provide copies of papers and records of Lessee demonstrating continued compliance with the warranty under this section.
- e. Lessee agrees to keep papers and records available for inspection by the City during normal business hours.
- f. Lessee must cooperate with the City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- g. Lessee must incorporate into any subcontract agreements that are allowable under this Agreement, if any, the same obligations imposed upon Lessee and expressly accrue those obligations directly to the benefit of the City.
- h. Lessee must require any allowable subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- i. Warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- j. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.
- 26.6 Prohibitions. Lessee certifies under A.R.S. §§ 35-391 et seq. and 35-393 et seq., that it does not have and during the term of this Agreement will not have, "scrutinized" business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.

27. Good Standing and Authority

The Parties represent and warrant that each is duly formed and validly existing under laws of Arizona and that the individuals executing this Agreement on behalf of their respective Party are authorized and empowered to bind the Party on whose behalf each such individual is signing.

28. Conflicts

This Lease is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

29. Exhibits

Craig Tindall, City Attorney

Exhibit A – Diagram of Leased Premises

Exhibit B - Signature Festival Calendar 2011-12 Season

Exhibit C - Insurance Requirements

(Signatures Appear on Following Page)

EXECUTED to be effective on the date specified above.

		an Arizona municipal corporation
		By:
		Ed Beasley, City Manager
ATTEST:		
Pamela Hanna, City Clerk	(SEAL)	
APPROVED AS TO FORM:		

LESSEE

Inter Technologies, Inc.,

CITY OF GLENDALE,

a Virginia corporation authorized to do business

in Arizona

ts: Sorthwest Region

STATE OF ARIZONA)	
) ss.	
County of Maricopa)	
The foregoing instrument 20/1/ by	was acknowledged before me this 30 day of December, the SU Regional Director of Inter Technologies, Inc., Lessee. Notar Public
My Commission Expires:	OFFICIAL SEAL
4/20/2014	LORA SWINDALL Notary Public - State of Arizona MARICOPA COUNTY My Comm. Expires April 20, 2014

EXHIBIT A

Lease Agreement

Property Depiction of 5754 West Glenn Drive

(See Attached)

Jivemind: Downtown Glendale Map

EXHIBIT B

Lease Agreement

Signature Festival Calendar 2011-12 Season

(See Attached)

Historic Downtown Glendale Special Events, Festival and Promotions September 2011-December 2012

2011

September

10 Teddy Bear Day

October

1 Artwerks First Saturdays

1 Open Air Market

8 Fire Prevention Day & Parade

10-14 Glendale High School Centennial Celebration
 15 Front Porch Festival & Old Towne Marketplace

November

5 Artwerks First Saturdays

5 Open Air Market

5 For the Love of Flowers

12 15th Annual Holiday Open House

25-26 Glendale Glitters Spectacular Weekend

December

2-3 Glendale's Spirit of Giving Weekend

3 Artwerks First Saturdays

3 Open Air Market

9-10 Glendale's Winter Wonderland Weekend

16-17 Glendale's Jingle Bell Rockin' Nights

2012

January

7 Artwerks First Saturdays

7 Open Air Market

14 Glendale Glitter & Glow Block Party

February

3-5 Glendale Chocolate Affaire4 Artwerks First Saturdays

4 Open Air Market

25 Bear Hunt with Arizona Search Dogs

March

3 Artwerks First Saturdays

3 Open Air Market

3 Paris in the Spring French Market

April

7 Artwerks First Saturdays

7 Open Air Market

14-15 Glendale Jazz & Blues Festival

21 Sidewalk & Porch Sale

May 5 **Artwerks First Saturdays** 5 Open Air Market 12 Mother's Day Celebration **National Tourism Week** 12-20 Catlin Court/58th Ave. Girl's Night Out 18 **Catlin Cash Promotion Begins** 29 June 46th Annual Glendale Summer Band Concerts 7, 14, 21, 28 TBD Watermelon Festival **Cookbook Promotion** TBD July 46th Annual Glendale Summer Band Concerts 5, 12, 19 21 Christmas in July August Dog Days of Summer 24-25 **Catlin Cash Redemption Days** September **Teddy Bear Day** October **Artwerks First Saturdays** 6 Open Air Market 6 Fire Prevention Day & Parade 6 Front Porch Festival & Old Towne Marketplace 20 November 3 **Artwerks First Saturdays** 3 Open Air Market For the Love of Flowers 3 16th Annual Holiday Open House 10 Glendale Glitters Spectacular Weekend 23-24 Glendale Glitters December Holiday Weekends 30 December 1, 7, 8, 14,

Glendale Glitters December Holiday Weekends

Artwerks First Saturdays

Open Air Market

15, 21, 22

1

Dates subject to change Updated 10/19/11

EXHIBIT C

Lease Agreement

Insurance Requirements

1. Lessee's Insurance

Lessee shall at its expense procure and maintain throughout the Term the following insurance policies: (a) commercial liability insurance in amounts of not less than a combined single limit of \$1,000,000 (the "Initial Liability Insurance Amount") or such other amounts as City may from time to time reasonably require, insuring Lessee, City, City's officers, employees and other agents and their respective affiliates against all liability for injury to or death of a person or persons or damage to property arising from the use and occupancy of the Premises, (b) contractual liability insurance coverage sufficient to cover Lessee's indemnity obligations hereunder, (c) all-risk property insurance covering the full value of Lessee's property and improvements (including the initial tenant improvements), and other property (including property of others) in the Premises, (d) business interruption insurance, (e) automobile liability insurance for all owned, non-owned and hired vehicles in an amount of not less than \$1,000,000 combined single limit for bodily injury and property damage per occurrence, and (f) worker's compensation and employer's liability coverage in the amounts required by law. Lessee's insurance shall provide primary coverage to City when any policy issued to City provides duplicate or similar coverage, and in such circumstance City's policy will be excess over Lessee's policy. Lessee shall furnish certificates of such insurance and such other evidence satisfactory to City of the maintenance of all insurance coverages required hereunder, and Lessee shall obtain a written obligation on the part of each insurance company to notify City at least 30 days before cancellation or a material change of any such insurance. All such insurance policies shall be in form, and issued by companies, reasonably satisfactory to City. The term "affiliate" shall mean any person or entity which, directly or indirectly, controls, is controlled by, or is under common control with the party in question.

2. City's insurance

City shall carry throughout the Term (a) fire and extended coverage insurance on the Building and all improvements therein (other than leasehold improvements) for their full replacement value, including a rent loss endorsement for at least 12 months and (b) commercial liability insurance with respect to all common areas of the Building in an amount not less than a combined single limit of \$5,000,000; all such coverages shall be subjected to commercially reasonable deductible amounts.

3. Additional Insurance

Lessee may be required to obtain such other types and amounts of insurance as the City's Risk Manager may reasonably determine to be necessary for the Lessee's operations.

ORDINANCE NO. 2794 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A UTILITY EASEMENT IN FAVOR OF ARIZONA PUBLIC SERVICE COMPANY ALONG GLEN HARBOR BOULEVARD, SOUTH OF GLENDALE AVENUE IN GLENDALE, ARIZONA; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE BE RECORDED.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Council hereby approves the utility easement and all the terms and conditions thereto and directs that the City Manager for the City of Glendale execute said document granting Arizona Public Service Company a utility easement upon, across, over and under the surface of certain property located within existing City property, in the form attached hereto as Exhibit A. The legal descriptions are contained in the Easement.

SECTION 2. That the City hereby reserves the right to use the easement premises in any manner that will not prevent or interfere with the exercise by Arizona Public Service Company of the rights granted hereunder; provided, however, that the City shall not obstruct, or permit to be obstructed, the easement premises at any time whatsoever without the express prior written consent of Arizona Public Service Company.

SECTION 3. That the City Clerk be instructed and authorized to forward a certified copy of this ordinance for recording to the Maricopa County Recorder's Office.

PASSED, ADOPTED AND APP Maricopa County, Arizona, this day	PROVED by the Mayor and Council of the City of Glendale y of, 2012.
ATTEST:	MAYOR
City Clerk (SEAL)	
APPROVED AS TO FORM:	
City Attorney	
REVIEWED BY:	
City Manager e aps Westmec.doc	

NE 7, T2N, R1E APN – 102-59-001W & 102-59-008Y W500922 JNJ

UTILITY EASEMENT

THE CITY OF GLENDALE, AN ARIZONA MUNICIPAL CORPORATION, (hereinafter called "Grantor"), is the owner of the following described real property located in Maricopa County, Arizona (hereinafter called "Grantor's Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

Grantee is hereby granted the right to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities solely for Grantee's own use incidental to supplying electricity (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"); and utilize the Easement Premises for all other purposes connected therewith.

Grantee is also granted the right of ingress and egress to and from said Easement Premises; the right to use existing roads; and the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

SUBJECT TO the following conditions:

1. Grantor agrees no buildings, structures, fences, or trees not existing as of the date of this easement shall be placed upon, over, or under the Easement Premises, except for street, road or driveway purposes, nor other easements granted, that would interfere with Grantee's exercise of rights herein granted.

- 2. Pursuant to the provisions of the Homeland Security Act, access to the Easement Premises may be restricted. Grantee's employees or authorized contractors will be required to notify the Grantor of planned inspections, repairs, or outages during normal business hours and must provide identification. Emergency access shall be freely given upon authentication by Grantee's employees' or authorized contractors' authorization and identity.
- 3. Grantee agrees to perform all work with due care in the exercise of its rights on the property and to restore it to reasonably the same condition that existed before the work was performed.
- 4. Grantee shall bear all costs and expenses related to the operation and maintenance of its facilities, including any subsequent relocation caused or requested by Grantor, in the event that Grantor or other governmental authority requires such relocation to accommodate necessary improvements to Grantor's property.
- 5. By accepting and recording this easement and except as provided above, Grantee agrees to defend, indemnify and hold harmless Grantor, its agents, representatives, officers, directors, officials, and employees from and against all claims, direct damages, losses and expenses, including, but not limited to, reasonable attorney fees, court costs, reasonable expert witness fees, and the reasonable costs of appellate proceedings, relating to or arising from Grantee's acts, errors or omissions in the exercise of the rights herein granted and excluding any such claims, damages, losses or expenses arising from any willful, negligent, or intentional acts of Grantor.

Grantor shall maintain a clear area that extends 2 feet from and around all edges of all transformer pads and other equipment pads, 3 feet from and around all edges of all switching cabinet pads and a clear operational area that extends 10 feet immediately in front of all transformer, switching cabinet and other equipment openings.

Grantor reserves the right to use the Easement Premises for purposes that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.]

IN WITNESS WHEREOF, the City of Glendale, easement to be executed by its duly authorized re-			
, 2011.			_uay or
Exempt Pursuant to A.R.S. §11-1134(A)(3)	THE CITY OF an Arizona mun	GLENDALE, nicipal corporation	
APPROVED AS TO FORM:	Ed Beasley, Cit	y Manager	_
Craig Tindall, City Attorney			
ATTEST:			
Pamela Hanna, City Clerk			
TATE OF ARIZONA) ss.			
County of Maricopa)			
his instrument was acknowledged before me this	day of	, 20	by
as		on behalf of the	City of
lendale.			
· · · · · · · · · · · · · · · · · · ·	Public		

EXHIBIT "A"

That portion of Section 7, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at the Northeast corner of said Section 7;

Thence South 01° 30' 16" West along the East line of said Section 7 a distance of 33.00 feet to a point on the South right-of-way line of Glendale Avenue, said point being the TRUE POINT OF BEGINNING.

Thence continuing South 01° 30' 16" West along said East line a distance of 890.84 feet;

Thence South 26 ° 13' 56" West a distance of 2,667.45 feet;

Thence 87 ° 39' 23" West a distance of 1,870.34 feet;

Thence North 31 ° 51' 48" East a distance of 998.83 feet;

Thence North 01 ° 00' 03" East a distance of 743.76 feet;

Thence South 63 ° 46' 04" East a distance of 292.58 feet;

Thence North 26 ° 13' 56" East a distance of 1,755.60 feet;

Thence North 00 ° 43' 56" East a distance of 341.36 feet to a point on said South right-of-way line of Glendale Avenue;

Thence South 89 ° 16' 04" East along said South right-of-way line a distance of 300.00 feet;

Thence South 00 ° 43' 56" West a distance of 341.36 feet;

Thence South 63 ° 46' 04" East a distance of 539.21 feet;

Thence North 26 ° 13' 56" East a distance of 635.40 feet to a point on said South right-of-way line;

Thence South 89 ° 16' 04" East along said South right-of-way line a distance of 428.02 feet to the TRUE POINT OF BEGINNING.

(EXHIBIT "A", CONTINUED)

AND ALSO:

That portion of Section 7 and 18, Township 2 North, Range 1 East of the Gila and Salt River Base and meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at the Northwest corner of Section 7;

Thence South 00°30'16" West along the East line of said Section 7, a distance of 923.84 feet;

Thence South 26°13'56" West a distance of 2667.45 feet to the TRUE POINT OF BEGINNING;

Thence continuing South 26°13'56" West a distance of 1973.48 feet to a point on the North line of said Section 18, said point bearing South 87°39'23" West a distance of 1972.88 feet from the Northeast corner of said Section 18;

Thence continuing South 26°13'56" West a distance of 1498.94 feet to a point on the North –South mid-section line of said Section 18;

Thence South 00°22'04" West along said mid-section line a distance of 1317.82 feet to the center of said Section 18;

Thence South 87°40'14" West along the East-West mid-section line of Said Section 18 a distance of 1179.35 feet;

Thence North 00°17'11" East, a distance of 2635.16 feet to a point on the North line of said Section 18, said point bearing North 87°39'23" East a distance of 1358.37 feet from the Northwest corner of said Section 18;

Thence continuing North 00°17'11" East a distance of 421.28 feet;

Thence North 31°51'48" East a distance of 1586.73 feet;

Thence North 87°39'23" East a distance of 1870.34 feet to the TRUE POINT OF BEGINNING.

EXHIBIT "B"

An easement situate in a portion of that property described at Instrument No. 1983-0522847, Maricopa County Recorder's Office, Maricopa County, Arizona, also being a portion of the East half of Section 7, Township 2 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona.

Commencing at a brass cap in Handhole marking the Northeast corner of Section 7, from which the North quarter corner of said Section 7, bears as the basis of bearings. North 89°16'04" West, a distance of 2639.98 feet:

Thence South 01°30'16" West along said easterly line a distance of 33.00 feet, to the Southerly right of way line of Glendale Avenue and to the Northeast corner of said property;

Thence continuing South 01°31'16" West, along the easterly line of said Section 7, a distance of 890.84 feet;

Thence South 26°13'56" West, a distance of 2667.45 feet;

Thence South 87°39'23" West, a distance of 1751.42 feet to the Point of Beginning of said easement.

Thence South 87°39'23" West, along the southerly property line of said property, a distance of 11.38 feet;

Thence North 26°15'04" East, a distance of 909.36 feet;

Thence North 31°51'48" East, a distance of 33.38 feet;

Thence North 01°00'03" East, a distance of 4.75 feet;

Thence North 25°02'44" East, a distance of 395.94 feet;

Thence North 26°14'09" East, a distance of 1418.96 feet;

Thence North 24°37'04" East, a distance of 508.58 feet;

Thence North 26°13'56" East, a distance of 100.92 feet;

Thence North 00°43'56" East, a distance of 7.02 feet;

Thence North 24°37'04" East, a distance of 141.31 feet to the beginning of a non-tangent curve, concave northwesterly, whose radius point bears North 65°19'08" West, a distance of 420.99 feet;

Thence northeasterly along said curve to the left, through a central angle of 12°43'26", an arc distance of 93.49 feet to the beginning of a non-tangent compound curve, concave westerly, whose radius point bears North 68°12'52" West, a distance of 53.65 feet;

Thence northwesterly along said curve to the left, through a central angle of 65°34'03", an arc distance of 61.40 feet to a point of non-tangency;

Thence North 46°12'57" East, a distance of 10.00 feet to beginning of a non-tangent curve, concave westerly, whose radius point bears South 46°12'57" West, a distance of 63.65 feet;

Thence southeasterly along said curve to the right, through a central angle of 64°45'56", an arc distance of 71.95 feet to the beginning of a non-tangent compound curve, concave westerly, whose radius point bears North 77°56'03" West, a distance of 430.99 feet;

Thence southwesterly along said curve to the right, through a central angle of 12°36'49", an arc distance of 94.88 feet to a point of non-tangency;

Thence South 24°37'04" West, a distance of 38.97 feet;

Thence South 78°32'29" East, a distance of 177.83 feet;

Thence South 82°51'05" East, a distance of 31.95 feet;

Thence South 87°06'11" East, a distance of 32.00 feet;

Thence North 86°19'14" East, a distance of 11.00 feet;

Thence South 00°43'56" West, a distance of 8.02 feet;

Thence South 86°19'14" West, a distance of 10.85 feet;

Thence North 87°06'11" West, a distance of 32.76 feet;

Thence North 82°51'05" West, a distance of 32.55 feet;

Thence North 78°32'29" West, a distance of 180.00 feet;

Thence South 24°37'04" West, a distance of 710.00 feet;

Thence South 26°14'14" West, a distance of 544.89 feet;

Thence South 63°27'13" East, a distance of 64.69 feet;

Thence South 26°32'47" West, a distance of 8.00 feet;

Thence North 63°27'13" West, a distance of 64.69 feet;

Thence South 26°14'05" West, a distance of 866.35 feet;

Thence South 25°04'03" West, a distance of 308.71 feet;

Thence South 63°49'31" East, a distance of 37.68 feet;

Thence South 26°10'29" West, a distance of 8.00 feet;

Thence North 63°49'31" West, a distance of 37.49 feet;

Thence South 26°12'04" West, a distance of 587.41 feet;

Thence South 60°42'42" East, a distance of 135.81 feet;

Thence South 29°17'18" West, a distance of 8.00 feet;

Thence North 60°42'42" West, a distance of 135.00 feet;

Thence South 26°15'04" West, a distance of 425.20 feet to the Point of Beginning of said easement.

(EXHIBIT "B", CONTINUED)

AND ALSO:

An easement situate in a portion of that property described at Instrument No. 1983-0522846, Maricopa County Recorder's Office, Maricopa County, Arizona, also being a portion of the East half of Section 7, Township 2 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona.

Commencing at a brass cap in Handhole marking the Northeast corner of Section 7, from which the North quarter corner of said Section 7, bears as the basis of bearings North 89°16'04" West, a distance of 2639.98 feet:

Thence South 01°30'16" West along said easterly line a distance of 923.84 feet;

Thence South 26°13'56" West a distance of 2667.45 feet to the Northeast corner of said property;

Thence South 87°39'23" West, along the northerly property line of said property, a distance of 1751.42 feet to the Point of Beginning of said easement.

Thence South 26°15'04" West, a distance of 375.66 feet;

Thence South 63°35'05" East, a distance of 133.87 feet;

Thence South 26°24'55" West, a distance of 8.00 feet;

Thence North 63°35'05" West, a distance of 133.85 feet;

Thence South 26°15'04" West, a distance of 672.20 feet;

Thence South 63°44'56" East, a distance of 131.32 feet;

Thence South 29°10'17" West, a distance of 9.82 feet to the beginning of a non-tangent curve, concave northwesterly, whose radius point bears North 61°09'13" West, a distance of 63.34 feet;

Thence southwesterly along said curve to the right, through a central angle of 53°55'17", an arc distance of 59.61 feet;

Thence North 83°49'46" West, a distance of 22.52 feet;

Thence North 73°11'07" West, a distance of 17.51 feet to the beginning of a non-tangent curve, concave southerly, whose radius point bears South 28°25'56" West, a distance of 16.23 feet;

Thence southeasterly along said curve to the left, through a central angle of 56°29'23", an arc distance of 16.01 feet;

Thence South 26°13'36" West, a distance of 577.09 feet;

Thence South 25°52'42" West, a distance of 173.75 feet to the beginning of a non-tangent curve, concave southeasterly, whose radius point bears South 66°10'45" East, a distance of 1101.83 feet:

Thence Southerly along said curve to the left, though a central angle of 7°41'47", an arc distance of 148.01 feet to the beginning of a non-tangent curve, concave southwesterly, whose radius point bears South 22°17'54" West, a distance of 359.90 feet;

Thence westerly along said curve to the left, through a central angle of 18°25'41", an arc distance of 115.76 feet;

Thence North 89°52'42" West, a distance of 9.13 feet;

Thence North 00°17'11" East along the easterly property line of said property, a distance of 8.00 feet;

Thence South 89°52'42" East, a distance of 9.36 feet to the beginning of a non-tangent curve, concave southwesterly, whose radius point bears South 03°49'45" West, a distance of 367.90 feet;

Thence easterly along said curve to the right, through a central angle of 16°18'28", an arc distance of 104.71 feet to the beginning of a non-tangent curve, concave southeasterly, whose radius point bears South 73°24'13"East, a distance of 1114.83 feet:

Thence Northerly along said curve to the right, though a central angle of 7°13'28", an arc distance of 140.57 feet;

Thence North 25°52'32" East, a distance of 174.30 feet;

Thence North 26°13'36" East, a distance of 569.27 feet to the beginning of a non-tangent curve, concave southeasterly, whose radius point bears South 60°10'22" East, a distance of 26.23 feet;

Thence northerly along said curve to the right, through a central angle of 86°06'25", an arc distance of 39.43 feet;

Thence South 73°11'07" East, a distance of 15.68 feet;

Thence South 83°49'46" East, a distance of 20.36 feet to the beginning of a non-tangent curve, concave northwesterly, whose radius point bears North 08°26'11" West, a distance of 53.34 feet;

Thence northeasterly along said curve to the left, through a central angle of 54°09'54", an arc distance of 50.43 feet;

Thence North 63°44'56" West, a distance of 130.88 feet;

Thence North 26°15'04" East, a distance of 1058.40 feet;

Thence North 87°39'23" East along the northerly property line of said property, a distance of 11.38 feet to the Point of Beginning of said easement.

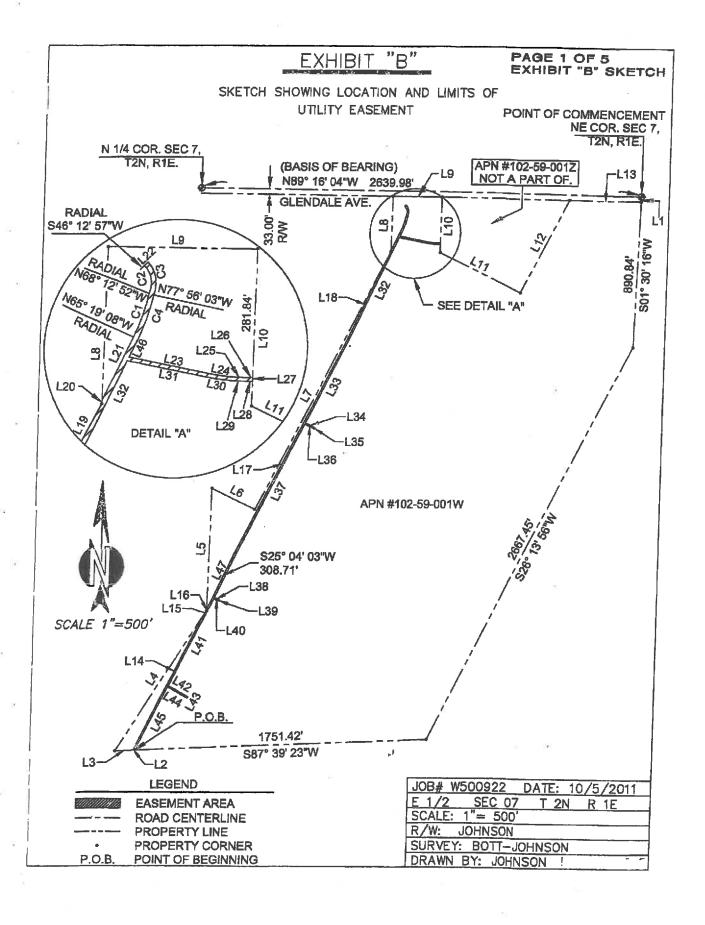


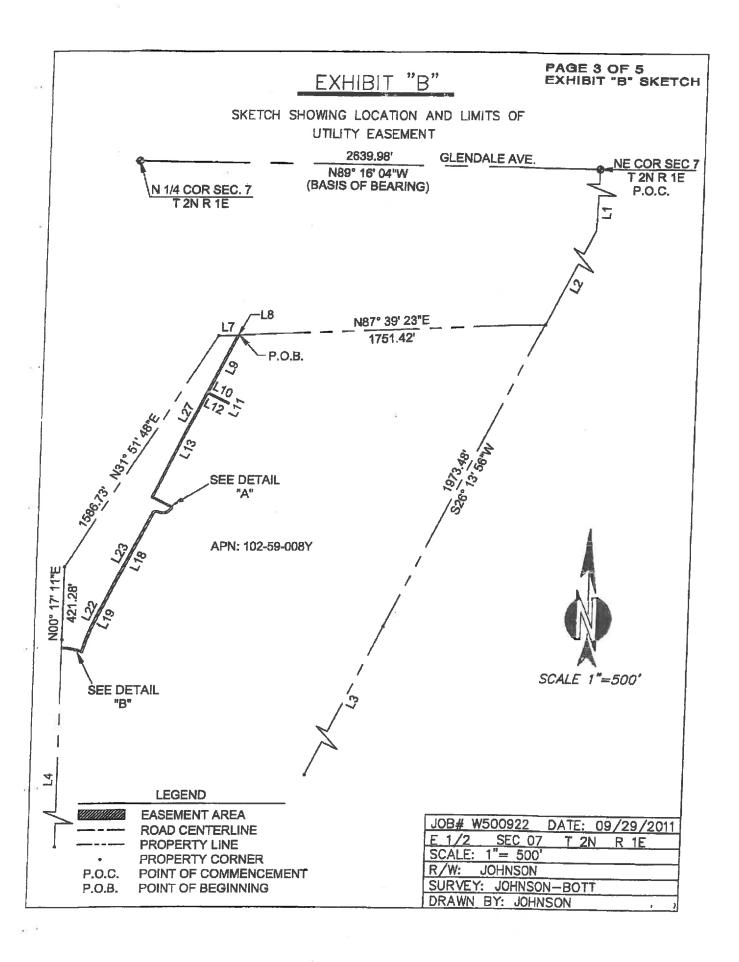
EXHIBIT "B"

PAGE 2 OF 5 EXHIBIT "B" SKETCH

	LINE TABLE		
LINE	BEARING	DISTANCE	
L1	S01°30'16"W	33.00'	
L2	S87°39'23"W	11.38'	
L3	N87°39'23"E	107.53'	
L4	N31°51'48"E	965.45'	
L5	N01°00'03"E	739.01'	
L6	S63°46'04"E	292.58'	
L7	N26°13'56"E	1654.68'	
L8	N00°43'56"E	341.36'	
L9	S89°16'04"E	300.00'	
L10	S00°43'56"W	341.36'	
L11	S63°46'04"E	539.21'	
L12	N26°13'56"E	635.40'	
L13	S89°16'02"E	428.02'	
L14	N26°15'04"E	909.36'	
L15	N31°51'48"E	33.38'	
L16	N01°00'03"E	4.75'	
L17	N26°14'09"E	1418.96'	
L18	N24°37'04"E	508.58'	
L19	N26°13'56"E	100.92'	
L20	N00°43'56"E	7.02'	

CURVE TABLE				
	CURV	EIABLE		
CURVE	RADIUS	LENGTH	DELTA	
C1	420.99'	93.49'	12°43'26"	
C2	53.65'	61.40'	65°34'03"	
C3	63.65'	71.95'	64°45'56"	
C4	430.99'	94.88'	12°36'49"	

		LINE TABLE				
	LIN	LINE BEARING		;	DISTANCE	
	L2	1	N24°37'04"	E	141.31'	
	L22	2	N46°12'57"	E	10.00'	
	L23		S78°32'29"	E	177.83'	•
	L24		S82°51'05"	=	31.95'	
	L25		S87°06'11"	Ξ	32.00	•
	L26		N86°19'14"E	=	11.00'	
	L27		S00°43'56"V	٧	8.02'	
	L28		S86°19'14"V	٧	10.85'	
	L29		N87°06'11"V	V	32.76'	
	L30		N82°51'05"V	V	32.55'	
	L31		N78°32'29"V	/	180.00	
i	L32		S24°37'04"W		710.00'	
	L33		S26°14'14"W		544.89'	
	L34		S63°27'13"E		64.69'	١
	L35		S26°32'47"W	\int	8.00'	
	L36		N63°27'13"W		64.69'	
	L37	ŀ	S26°14'05"W	T	866.35'	
	L38		S63°49'31"E	T	37.68'	
	L39		S26°10'29"W	T	8.00'	
	L40		N63°49'31"W		37.49'	
	L41		S26°12'04"W		587.41'	
	L42	5	660°42'42"E		135.81'	
	L43	5	S29°17'18"W		8.00'	
Г	L44	N	160°42'42"W		135.39'	
	L45	S	326°15'04"W		425.20'	
_	L46	8	324°37'04"W		38.97'	
	L47	N	125°02'44"E		395.94'	



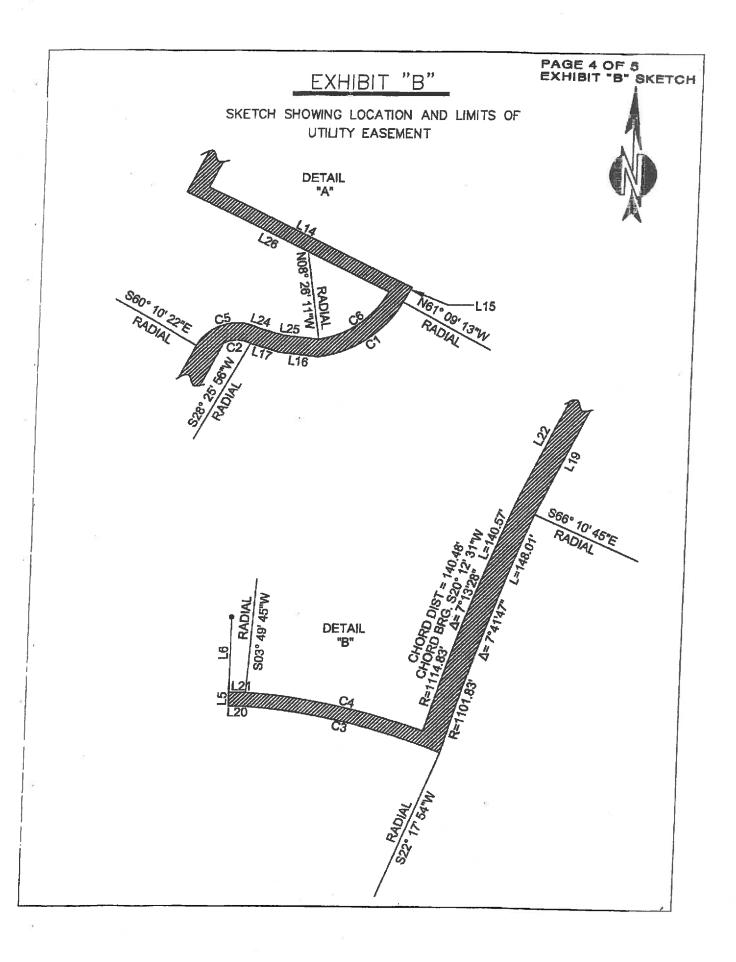


EXHIBIT "B"

PAGE 5 OF 5 EXHIBIT "B" SKETCH

LINE TABLE				
LIN	E	BEARING		DISTANC
L1		S01°30'16"V	٧	923.84
L2		S26°13'56"V	٧	2667.45
L3		S26°13'56"W	/	1498.94'
L4		N00°17'11"E		2583.68'
L5		N00°17'11"E		8.00'
L6		N00°17'11"E		43.48'
L7		N87°39'23"E		107.53'
L8	T	N87°39'23"E	T	11.38'
L9	T	S26°15'04"W	T	375.66'
L10	T	S63°35'05"E	T	133.87'
L11	T	S26°24'55"W		8.00'
L12		N63°35'05"W		133.85'
L13		S26°15'04"W	T	672.20'
L14		S63°44'56"E		131.32'
L15	5	S29°10'17"W		9.82'
L16	N	183°49'46"W		22.52'
_17	N	173°11'07"W		17,51'
_18	S	26°13'36"W		577.09'
.19	S	25°52'42"W		173.75'
20	N	89°52'42"W		9.13'
	L1 L2 L3 L4 L5 L6 L7 L8 L9 L10 L11	L3 L4 L5 L6 L7 L8 L9 L10 L11 L12 L13 L14 L15 S L16 N L17 N L18 S L19 S	Line BEARING L1 S01°30'16"V L2 S26°13'56"W L3 S26°13'56"W L4 N00°17'11"E L5 N00°17'11"E L6 N00°17'11"E L7 N87°39'23"E L8 N87°39'23"E L9 S26°15'04"W L10 S63°35'05"E L11 S26°24'55"W L12 N63°35'05"W L13 S26°15'04"W L14 S63°44'56"E L15 S29°10'17"W L16 N83°49'46"W L17 N73°11'07"W L18 S26°13'36"W L19 S25°52'42"W	Line BEARING L1 S01°30'16"W L2 S26°13'56"W L3 S26°13'56"W L4 N00°17'11"E L5 N00°17'11"E L6 N00°17'11"E L7 N87°39'23"E L8 N87°39'23"E L9 S26°15'04"W L10 S63°35'05"E L11 S26°24'55"W L12 N63°35'05"W L12 N63°35'05"W L13 S26°15'04"W L14 S63°44'56"E L15 S29°10'17"W L16 N83°49'46"W L17 N73°11'07"W L18 S26°13'36"W L19 S25°52'42"W

	LINE TABLE			
LINE	BEARING	DISTANCE		
L21	S89°52'42"E	9.36'		
L22	N25°52'32"E	174.30'		
L23	N26°13'36"E	569.27'		
L24	S73°11'07"E	15.68'		
L25	S83°49'46"E	20.36'		
L26	N63°44'56"W	130.88'		
L27	N26°15'04"E	1058.40'		

	CURV	E TABLE	
CURVE	RADIUS	LENGTH	DELTA
C1	63.34'	59.61'	53°55'17"
C2	16.23'	16.01'	56°29'23"
C3	359. 90 '	115.76'	18°25'41"
C4	367.90	104.71'	16°18'28"
C5	26.23'	39.43'	86°06'25"
C6	53.34'	50.43'	54°09'54"



Business-Voting Agenda

01/10/2012

TO:

Honorable Mayor and City Council

FROM:

Ed Beasley, City Manager

PRESENTED BY:

Greg Rodzenko, P.E., Acting City Engineer

SUBJECT:

ARIZONA PUBLIC SERVICE COMPANY EASEMENT

AT GLEN HARBOR BOULEVARD, SOUTH OF

GLENDALE AVENUE

Purpose

This is a request for City Council to adopt an ordinance granting an easement in favor of Arizona Public Service Company (APS) for underground electrical lines along Glen Harbor Boulevard, south of Glendale Avenue.

Council Strategic Goals or Key Objectives Addressed

This request supports Council's goal of one community with quality economic development by enabling APS' continued service to Western Maricopa Education Center (WestMEC) while protecting its existing service line to the Glendale Municipal Airport.

Background

This easement will allow APS to operate and maintain a new electrical line providing service to the WestMEC campus, as well as existing electrical lines providing service to other buildings on the airport property, along Glen Harbor Boulevard.

Recommendation

Waive reading beyond the title and adopt an ordinance authorizing the City Manager to execute an easement in favor of Arizona Public Service Company for underground electrical lines along Glen Harbor Boulevard, south of Glendale Avenue.

Ed Beasle

City Manager



Attachment Memorandum

DATE:

01/10/2012

TO:

Ed Beasley, City Manager

FROM:

Greg Rodzenko, P.E., Acting City Engineer

SUBJECT:

ARIZONA PUBLIC SERVICE COMPANY EASEMENT AT GLEN

HARBOR BOULEVARD, SOUTH OF GLENDALE AVENUE

1. Ordinance

2. Easement

3. Map

NE 7, T2N, R1E APN – 102-59-001W & 102-59-008Y W500922 JNJ

UTILITY EASEMENT

THE CITY OF GLENDALE, AN ARIZONA MUNICIPAL CORPORATION, (hereinafter called "Grantor"), is the owner of the following described real property located in Maricopa County, Arizona (hereinafter called "Grantor's Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

Grantee is hereby granted the right to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities solely for Grantee's own use incidental to supplying electricity (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"); and utilize the Easement Premises for all other purposes connected therewith.

Grantee is also granted the right of ingress and egress to and from said Easement Premises; the right to use existing roads; and the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

SUBJECT TO the following conditions:

1. Grantor agrees no buildings, structures, fences, or trees not existing as of the date of this easement shall be placed upon, over, or under the Easement Premises, except for street, road or driveway purposes, nor other easements granted, that would interfere with Grantee's exercise of rights herein granted.

- 2. Pursuant to the provisions of the Homeland Security Act, access to the Easement Premises may be restricted. Grantee's employees or authorized contractors will be required to notify the Grantor of planned inspections, repairs, or outages during normal business hours and must provide identification. Emergency access shall be freely given upon authentication by Grantee's employees' or authorized contractors' authorization and identity.
- 3. Grantee agrees to perform all work with due care in the exercise of its rights on the property and to restore it to reasonably the same condition that existed before the work was performed.
- 4. Grantee shall bear all costs and expenses related to the operation and maintenance of its facilities, including any subsequent relocation caused or requested by Grantor, in the event that Grantor or other governmental authority requires such relocation to accommodate necessary improvements to Grantor's property.
- 5. By accepting and recording this easement and except as provided above, Grantee agrees to defend, indemnify and hold harmless Grantor, its agents, representatives, officers, directors, officials, and employees from and against all claims, direct damages, losses and expenses, including, but not limited to, reasonable attorney fees, court costs, reasonable expert witness fees, and the reasonable costs of appellate proceedings, relating to or arising from Grantee's acts, errors or omissions in the exercise of the rights herein granted and excluding any such claims, damages, losses or expenses arising from any willful, negligent, or intentional acts of Grantor.

Grantor shall maintain a clear area that extends 2 feet from and around all edges of all transformer pads and other equipment pads, 3 feet from and around all edges of all switching cabinet pads and a clear operational area that extends 10 feet immediately in front of all transformer, switching cabinet and other equipment openings.

Grantor reserves the right to use the Easement Premises for purposes that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.]

, 20	ed representative(s), this11.	day of
Exempt Pursuant to A.R.S. §11-1134(A)(3)) THE CITY OF GLENDAI an Arizona municipal corp	,
APPROVED AS TO FORM:	Ed Beasley, City Manager	
Craig Tindall, City Attorney		
ATTEST:		
Pamela Hanna, City Clerk		
STATE OF ARIZONA))ss. County of Maricopa)		
This instrument was acknowledged before me		
as	on b	ehalf of the City of

EXHIBIT "A"

That portion of Section 7, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at the Northeast corner of said Section 7;

Thence South 01° 30' 16" West along the East line of said Section 7 a distance of 33.00 feet to a point on the South right-of-way line of Glendale Avenue, said point being the TRUE POINT OF BEGINNING.

Thence continuing South 01° 30' 16" West along said East line a distance of 890.84 feet;

Thence South 26 ° 13' 56" West a distance of 2,667.45 feet;

Thence 87 ° 39' 23" West a distance of 1,870.34 feet;

Thence North 31 ° 51' 48" East a distance of 998.83 feet;

Thence North 01 ° 00' 03" East a distance of 743.76 feet;

Thence South 63 ° 46' 04" East a distance of 292.58 feet;

Thence North 26 ° 13' 56" East a distance of 1,755.60 feet;

Thence North 00 ° 43' 56" East a distance of 341.36 feet to a point on said South right-of-way line of Glendale Avenue;

Thence South 89 ° 16' 04" East along said South right-of-way line a distance of 300.00 feet;

Thence South 00 ° 43' 56" West a distance of 341.36 feet;

Thence South 63 ° 46' 04" East a distance of 539.21 feet;

Thence North 26 ° 13' 56" East a distance of 635.40 feet to a point on said South right-of-way line;

Thence South 89 ° 16' 04" East along said South right-of-way line a distance of 428.02 feet to the TRUE POINT OF BEGINNING.

(EXHIBIT "A", CONTINUED)

AND ALSO:

That portion of Section 7 and 18, Township 2 North, Range 1 East of the Gila and Salt River Base and meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at the Northwest corner of Section 7;

Thence South 00°30'16" West along the East line of said Section 7, a distance of 923.84 feet;

Thence South 26°13'56" West a distance of 2667.45 feet to the TRUE POINT OF BEGINNING;

Thence continuing South 26°13'56" West a distance of 1973.48 feet to a point on the North line of said Section 18, said point bearing South 87°39'23" West a distance of 1972.88 feet from the Northeast corner of said Section 18;

Thence continuing South 26°13'56" West a distance of 1498.94 feet to a point on the North –South mid-section line of said Section 18;

Thence South 00°22'04" West along said mid-section line a distance of 1317.82 feet to the center of said Section 18;

Thence South 87°40'14" West along the East-West mid-section line of Said Section 18 a distance of 1179.35 feet;

Thence North 00°17'11" East, a distance of 2635.16 feet to a point on the North line of said Section 18, said point bearing North 87°39'23" East a distance of 1358.37 feet from the Northwest corner of said Section 18;

Thence continuing North 00°17'11" East a distance of 421.28 feet;

Thence North 31°51'48" East a distance of 1586.73 feet;

Thence North 87°39'23" East a distance of 1870.34 feet to the TRUE POINT OF BEGINNING.

EXHIBIT "B"

An easement situate in a portion of that property described at Instrument No. 1983-0522847, Maricopa County Recorder's Office, Maricopa County, Arizona, also being a portion of the East half of Section 7, Township 2 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona.

Commencing at a brass cap in Handhole marking the Northeast corner of Section 7, from which the North quarter corner of said Section 7, bears as the basis of bearings North 89°16'04" West, a distance of 2639.98 feet:

Thence South 01°30'16" West along said easterly line a distance of 33.00 feet, to the Southerly right of way line of Glendale Avenue and to the Northeast corner of said property;

Thence continuing South 01°31'16" West, along the easterly line of said Section 7, a distance of 890.84 feet;

Thence South 26°13'56" West, a distance of 2667.45 feet;

Thence South 87°39'23" West, a distance of 1751.42 feet to the Point of Beginning of said easement.

Thence South 87°39'23" West, along the southerly property line of said property, a distance of 11.38 feet;

Thence North 26°15'04" East, a distance of 909.36 feet;

Thence North 31°51'48" East, a distance of 33.38 feet;

Thence North 01°00'03" East, a distance of 4.75 feet;

Thence North 25°02'44" East, a distance of 395.94 feet;

Thence North 26°14'09" East, a distance of 1418.96 feet;

Thence North 24°37'04" East, a distance of 508.58 feet;

Thence North 26°13'56" East, a distance of 100.92 feet;

Thence North 00°43'56" East, a distance of 7.02 feet;

Thence North 24°37'04" East, a distance of 141.31 feet to the beginning of a non-tangent curve, concave northwesterly, whose radius point bears North 65°19'08" West, a distance of 420.99 feet;

Thence northeasterly along said curve to the left, through a central angle of 12°43'26", an arc distance of 93.49 feet to the beginning of a non-tangent compound curve, concave westerly, whose radius point bears North 68°12'52" West, a distance of 53.65 feet;

Thence northwesterly along said curve to the left, through a central angle of 65°34'03", an arc distance of 61.40 feet to a point of non-tangency;

Thence North 46°12'57" East, a distance of 10.00 feet to beginning of a non-tangent curve, concave westerly, whose radius point bears South 46°12'57" West, a distance of 63.65 feet;

Thence southeasterly along said curve to the right, through a central angle of 64°45'56", an arc distance of 71.95 feet to the beginning of a non-tangent compound curve, concave westerly, whose radius point bears North 77°56'03" West, a distance of 430.99 feet;

Thence southwesterly along said curve to the right, through a central angle of 12°36'49", an arc distance of 94.88 feet to a point of non-tangency;

Thence South 24°37'04" West, a distance of 38.97 feet;

Thence South 78°32'29" East, a distance of 177.83 feet;

Thence South 82°51'05" East, a distance of 31.95 feet;

Thence South 87°06'11" East, a distance of 32.00 feet;

Thence North 86°19'14" East, a distance of 11.00 feet;

Thence South 00°43'56" West, a distance of 8.02 feet;

Thence South 86°19'14" West, a distance of 10.85 feet;

Thence North 87°06'11" West, a distance of 32.76 feet;

Thence North 82°51'05" West, a distance of 32.55 feet;

Thence North 78°32'29" West, a distance of 180.00 feet;

Thence South 24°37'04" West, a distance of 710.00 feet;

Thence South 26°14'14" West, a distance of 544.89 feet;

Thence South 63°27'13" East, a distance of 64.69 feet;

Thence South 26°32'47" West, a distance of 8.00 feet;

Thence North 63°27'13" West, a distance of 64.69 feet;

Thence South 26°14'05" West, a distance of 866.35 feet;

Thence South 25°04'03" West, a distance of 308.71 feet;

Thence South 63°49'31" East, a distance of 37.68 feet;

Thence South 26°10'29" West, a distance of 8.00 feet;

Thence North 63°49'31" West, a distance of 37.49 feet;

Thence South 26°12'04" West, a distance of 587.41 feet;

Thence South 60°42'42" East, a distance of 135.81 feet;

Thence South 29°17'18" West, a distance of 8.00 feet;

Thence North 60°42'42" West, a distance of 135.00 feet;

Thence South 26°15'04" West, a distance of 425.20 feet to the Point of Beginning of said easement.

(EXHIBIT "B", CONTINUED)

AND ALSO:

An easement situate in a portion of that property described at Instrument No. 1983-0522846, Maricopa County Recorder's Office, Maricopa County, Arizona, also being a portion of the East half of Section 7, Township 2 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona.

Commencing at a brass cap in Handhole marking the Northeast corner of Section 7, from which the North quarter corner of said Section 7, bears as the basis of bearings North 89°16'04" West, a distance of 2639.98 feet:

Thence South 01°30'16" West along said easterly line a distance of 923.84 feet;

Thence South 26°13'56" West a distance of 2667.45 feet to the Northeast corner of said property;

Thence South 87°39'23" West, along the northerly property line of said property, a distance of 1751.42 feet to the Point of Beginning of said easement.

Thence South 26°15'04" West, a distance of 375.66 feet;

Thence South 63°35'05" East, a distance of 133.87 feet;

Thence South 26°24'55" West, a distance of 8.00 feet;

Thence North 63°35'05" West, a distance of 133.85 feet;

Thence South 26°15'04" West, a distance of 672.20 feet;

Thence South 63°44'56" East, a distance of 131.32 feet;

Thence South 29°10'17" West, a distance of 9.82 feet to the beginning of a non-tangent curve, concave northwesterly, whose radius point bears North 61°09'13" West, a distance of 63.34 feet;

Thence southwesterly along said curve to the right, through a central angle of 53°55'17", an arc distance of 59.61 feet;

Thence North 83°49'46" West, a distance of 22.52 feet;

Thence North 73°11'07" West, a distance of 17.51 feet to the beginning of a non-tangent curve, concave southerly, whose radius point bears South 28°25'56" West, a distance of 16.23 feet;

Thence southeasterly along said curve to the left, through a central angle of 56°29'23", an arc distance of 16.01 feet;

Thence South 26°13'36" West, a distance of 577.09 feet;

Thence South 25°52'42" West, a distance of 173.75 feet to the beginning of a non-tangent curve, concave southeasterly, whose radius point bears South 66°10'45" East, a distance of 1101.83 feet:

Thence Southerly along said curve to the left, though a central angle of 7°41'47", an arc distance of 148.01 feet to the beginning of a non-tangent curve, concave southwesterly, whose radius point bears South 22°17'54" West, a distance of 359.90 feet;

Thence westerly along said curve to the left, through a central angle of 18°25'41", an arc distance of 115.76 feet;

Thence North 89°52'42" West, a distance of 9.13 feet;

Thence North 00°17'11" East along the easterly property line of said property, a distance of 8.00 feet;

Thence South 89°52'42" East, a distance of 9.36 feet to the beginning of a non-tangent curve, concave southwesterly, whose radius point bears South 03°49'45" West, a distance of 367.90 feet;

Thence easterly along said curve to the right, through a central angle of 16°18'28", an arc distance of 104.71 feet to the beginning of a non-tangent curve, concave southeasterly, whose radius point bears South 73°24'13"East, a distance of 1114.83 feet:

Thence Northerly along said curve to the right, though a central angle of 7°13'28", an arc distance of 140.57 feet;

Thence North 25°52'32" East, a distance of 174.30 feet;

Thence North 26°13'36" East, a distance of 569.27 feet to the beginning of a non-tangent curve, concave southeasterly, whose radius point bears South 60°10'22" East, a distance of 26.23 feet;

Thence northerly along said curve to the right, through a central angle of 86°06'25", an arc distance of 39.43 feet;

Thence South 73°11'07" East, a distance of 15.68 feet;

Thence South 83°49'46" East, a distance of 20.36 feet to the beginning of a non-tangent curve, concave northwesterly, whose radius point bears North 08°26'11" West, a distance of 53.34 feet;

Thence northeasterly along said curve to the left, through a central angle of 54°09'54", an arc distance of 50.43 feet;

Thence North 63°44'56" West, a distance of 130.88 feet;

Thence North 26°15'04" East, a distance of 1058.40 feet;

Thence North 87°39'23" East along the northerly property line of said property, a distance of 11.38 feet to the Point of Beginning of said easement.

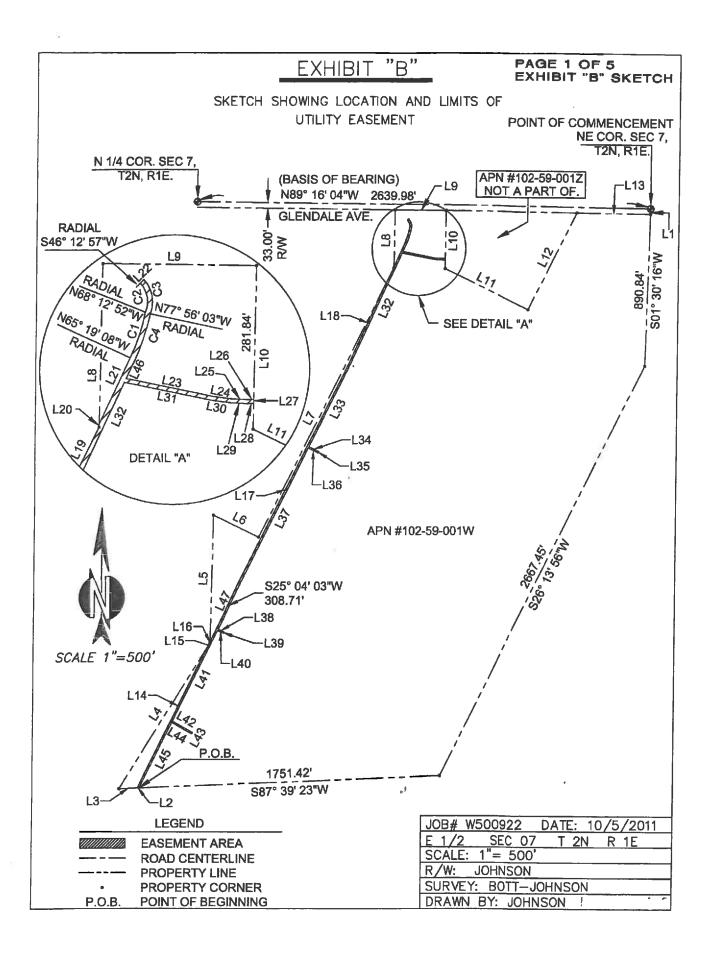
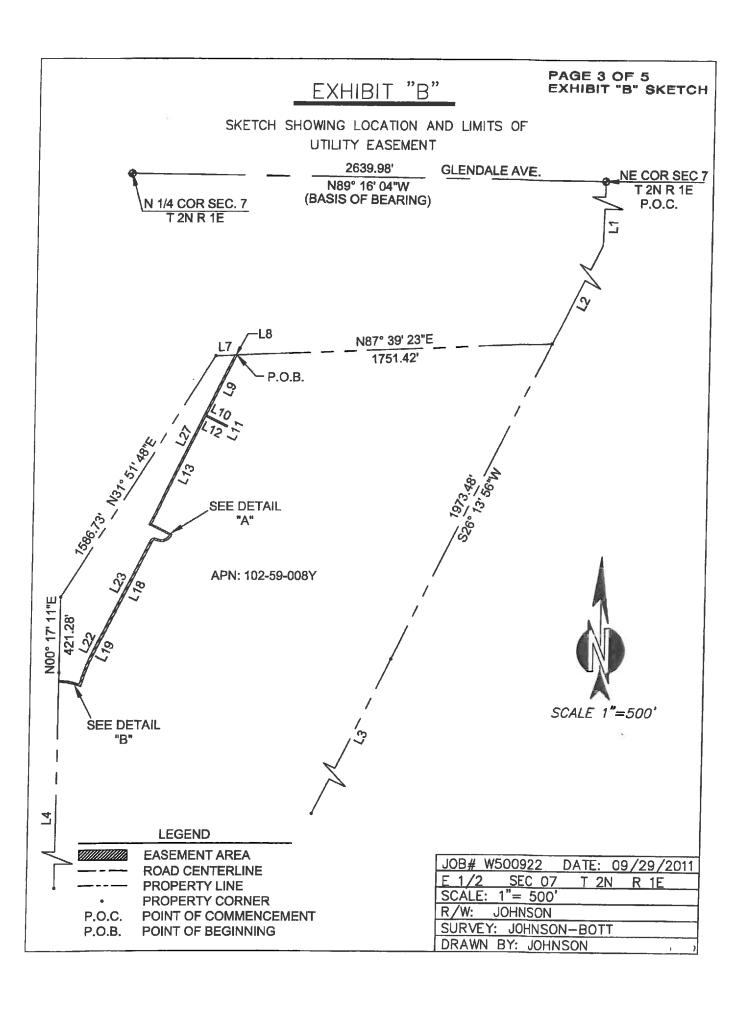


EXHIBIT "B"

LINE TABLE			
LINE	BEARING	DISTANCE	
L1	S01°30'16"W	33.00'	
L2	S87°39'23"W	11.38'	
L3	N87°39'23"E	107.53'	
L4	N31°51'48"E	965.45'	
L5	N01°00'03"E	739.01'	
L6	S63°46'04"E	292.58'	
L7	N26°13'56"E	1654.68'	
L8	N00°43'56"E	341.36'	
L9	S89°16'04"E	300.00'	
L10	S00°43'56"W	341.36'	
L11	S63°46'04"E	539.21'	
L12	N26°13'56"E	635.40'	
L13	S89°16'02"E	428.02'	
L14	N26°15'04"E	909.36'	
L15	N31°51'48"E	33.38'	
L16	N01°00'03"E	4.75'	
L17	N26°14'09"E	1418.96'	
L18	N24°37'04"E	508.58'	
L19	N26°13'56"E	100.92'	
L20	N00°43'56"E	7.02'	

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	420.99'	93.49'	12°43'26"
C2	53.65'	61.40'	65°34'03"
C3	63.65'	71.95'	64°45'56"
C4	430.99'	94.88'	12°36'49"

	LINE TABLE		
LINE	BEARING	DISTANCE	
L21	N24°37'04"E	141.31'	
L22	N46°12'57"E	10.00'	
L23	S78°32'29"E	177.83'	
L24	S82°51'05"E	31.95'	
L25	S87°06'11"E	32.00'	
L26	N86°19'14"E	11.00'	
L27	S00°43'56"W	8.02'	
L28	S86°19'14"W	10.85'	
L29	N87°06'11"W	32.76'	
L30	N82°51'05"W	32.55'	
L31	N78°32'29"W	180.00'	
L32	S24°37'04"W	710.00'	
L33	S26°14'14"W	544.89'	
L34	S63°27'13"E	64.69'	
L35	S26°32'47"W	8.00'	
L36	N63°27'13"W	64.69'	
L37	S26°14'05"W	866.35'	
L38	S63°49'31"E	37.68'	
L39	S26°10'29"W	8.00'	
L40	N63°49'31"W	37.49'	
L41	S26°12'04"W	587.41'	
L42	S60°42'42"E	135.81'	
L43	S29°17'18"W	8.00'	
L44	N60°42'42"W	135.39'	
L45	S26°15'04"W	425.20'	
L46	S24°37'04"W	38.97'	
L47	N25°02'44"E	395.94'	



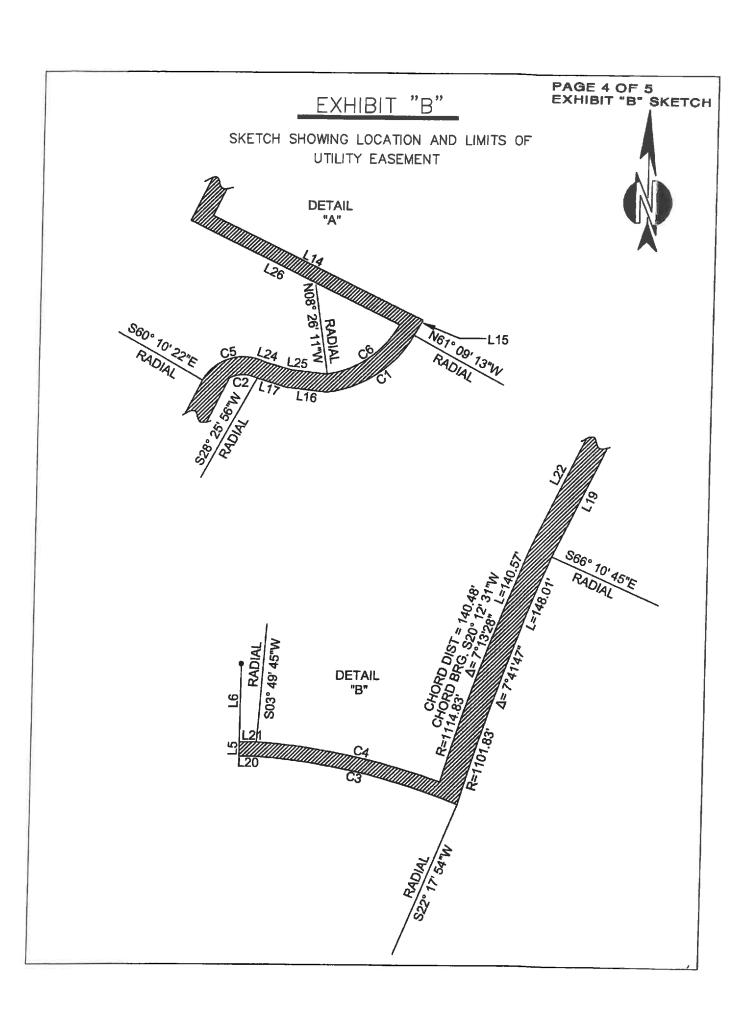
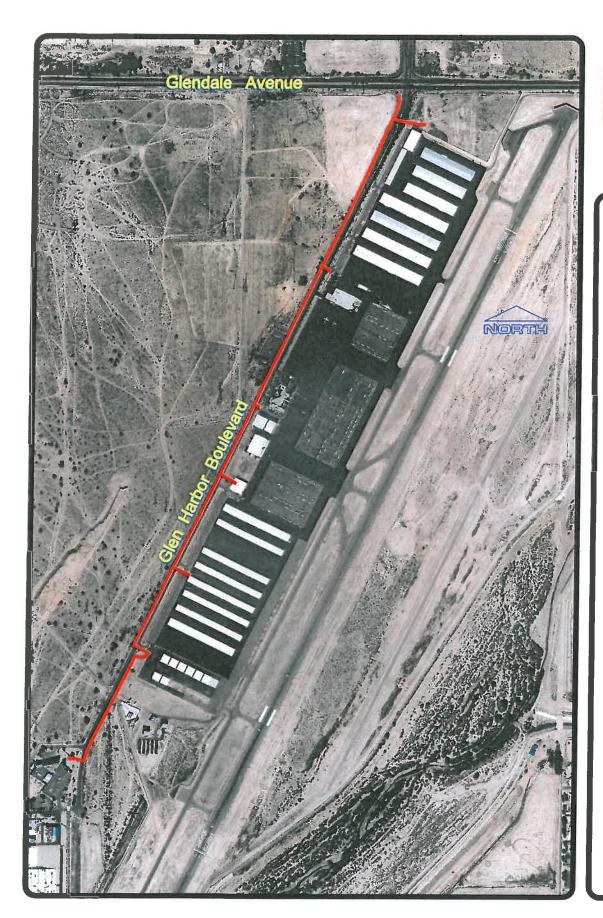


EXHIBIT "B"

	LINE TABLE		
LINE	BEARING	DISTANCE	
L1	S01°30'16"W	923.84'	
L2	S26°13'56"W	2667.45'	
L3	S26°13'56"W	1498.94'	
L4	N00°17'11"E	2583.68'	
L5	N00°17'11"E	8.00'	
L6	N00°17'11"E	43.48'	
L7	N87°39'23"E	107.53'	
L8	N87°39'23"E	11.38'	
L9	S26°15'04"W	375.66'	
L10	S63°35'05"E	133.87'	
L11	S26°24'55"W	8.00'	
L12	N63°35'05"W	133.85'	
L13	S26°15'04"W	672.20'	
L14	S63°44'56"E	131.32'	
L15	S29°10'17"W	9.82'	
L16	N83°49'46"W	22.52'	
L17	N73°11'07"W	17.51'	
L18	S26°13'36"W	577.09'	
L19	S25°52'42"W	173.75'	
L20	N89°52'42"W	9.13'	

LINE TABLE		
LINE	BEARING	DISTANCE
L21	S89°52'42"E	9.36'
L22	N25°52'32"E	174.30'
L23	N26°13'36"E	569.27'
L24	S73°11'07"E	15.68'
L25	S83°49'46"E	20.36'
L26	N63°44'56"W	130.88'
L27	N26°15'04"E	1058.40'

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	63.34'	59.61'	53°55'17"
C2	16.23'	16.01'	56°29'23"
C3	359.90'	115.76'	18°25'41"
C4	367.90'	104.71'	16°18'28"
C5	26.23'	39.43'	86°06'25"
C6	53.34'	50.43'	54°09'54"





GRANT ARIZONA PUBLIC SERVICE UNDERGROUND ELECTRIC EASEMENT

ORDINANCE NO. 2795 NEW SERIES

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA (1) AUTHORIZING THE EXECUTION AND DELIVERY OF A GROUND LEASE AND A TENTH SUPPLEMENT TO THE SERIES 1999 LEASE AGREEMENT WITH THE CITY OF GLENDALE MUNICIPAL PROPERTY CORPORATION RELATING TO THE FINANCING OF A CONVENTION CENTER, MEDIA CENTER, PARKING FACILITIES AND OTHER PUBLIC INFRASTRUCTURE; (2) PLEDGING CERTAIN EXCISE TAXES AND RECEIPTS IMPOSED OR RECEIVED BY THE CITY; (3) APPROVING THE FORM OF AND REQUESTING THE EXECUTION AND DELIVERY BY CITY OF **GLENDALE** MUNICIPAL **PROPERTY** CORPORATION OF A GROUND LEASE, A SERIES 2012 TENTH SUPPLEMENTAL TRUST INDENTURE IN ONE OR MORE SERIES OF BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$70,000,000, SUCH TENTH SUPPLEMENT TO LEASE AGREEMENT, A DEPOSITORY TRUST AGREEMENT AND A PURCHASE AGREEMENT WITH RESPECT TO THE SALE OF SUCH BONDS; (4) DELEGATING TO THE CITY MANAGER OR THE FINANCE DIRECTOR OF THE CITY THE AUTHORITY TO DESIGNATE BY SERIES THE FINAL PRINCIPAL AMOUNT, MATURITIES, INTEREST RATES AND OTHER MATTERS WITH RESPECT TO SUCH BONDS; (5) AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS ORDINANCE, INCLUDING THE EXECUTION OF CERTAIN DOCUMENTS AND THE DISTRIBUTION OF A PRELIMINARY **OFFICIAL** STATEMENT; AND (6)**DECLARING AN EMERGENCY**

WHEREAS, the City of Glendale Municipal Property Corporation, a nonprofit corporation incorporated and existing pursuant to the laws of the State of Arizona (the "Corporation") advance refunded its outstanding Municipal Facilities Bonds, by the issuance of a new series of refunding bonds, being its Excise Tax Revenue Refunding Bonds, Series 1999 (the "1999 Bonds") in the aggregate principal amount of \$12,265,000 pursuant to a Trust Indenture dated as of October 1, 1999 (the "1999 Indenture") between the Corporation and The Bank of New York Trust Company, N.A., as a successor to BNY Western Trust Company, as trustee (the "MPC Trustee").

WHEREAS, the 1999 Bonds are payable solely from the lease payments from the City pursuant to the 1999 Lease Agreement (the "1999 Agreement") for which payment the City

has pledged certain Excise Taxes (as defined hereinafter) and certain revenues of the premises being leased under the 1999 Agreement (the "Premises"); and

WHEREAS, the City determined that it was beneficial to its citizens to design, acquire, construct and equip a multipurpose arena complex (the "Multipurpose Project") on the Arena Property as described in Exhibit C attached to the hereinafter described 2002 Agreement (the "Multipurpose Property" and together with the Multipurpose Project, the "2002 Project"); and

WHEREAS, in order to finance the costs of the 2002 Project, the Corporation and the City approved a plan of finance (the "Plan of Finance"), initially consisting of the Corporation's issuance of its City of Glendale Municipal Property Corporation Subordinate Excise Tax Revenue Bonds, issued in two series (the "Series 2002A Bonds" and the "Series 2002B Bonds" and collectively, the "2002A/B Bonds") and one or more additional series of excise tax secured bonds (collectively, the "Project Bonds"); and

WHEREAS, in connection with the approval of the Plan of Finance, the Corporation and the City entered into a Series 2002 Ground Lease, dated as of June 28, 2002 (the "2002 Ground Lease") pursuant to which the City leased the Multipurpose Property to the Corporation and the Corporation supplemented the 1999 Indenture by entering into the Series 2002 Supplemental Trust Indenture (the "2002 Indenture") with the MPC Trustee, pursuant to which the 2002A/B Bonds were issued; and

WHEREAS, in connection with the approval of the Plan of Finance of the Corporation entered into a First Supplement to Series 1999 Lease Agreement, dated as of June 28, 2002 (the "2002 Agreement"), with the City pursuant to which (i) the Multipurpose Property which is to be leased to the Corporation by the City pursuant to the 2002 Ground Lease was released to the City and (ii) the City (A) leased the Multipurpose Property from the Corporation and (B) agreed to make lease payments to secure the 2002A/B Bonds; and

WHEREAS, as part of the Plan of Finance, the Corporation and the City deemed it necessary and desirable for the Corporation to issue additional Project Bonds consisting of the Corporation's Subordinate Excise Tax Revenue Bonds, Series 2002C (the "2002C Bonds"), issued pursuant to the Series 2002 Second Supplemental Trust Indenture dated as of December 1, 2002 (the "Second Supplemental Indenture"); and

WHEREAS, in connection with the execution and delivery of the Series 2002C Bonds, the Corporation entered into a Second Supplement to Series 1999 Lease Agreement, dated as of December 1, 2002 (the "Second Supplemental Agreement") with the City pursuant to which the City agrees to make lease payments to secure the 2002C Bonds; and

WHEREAS, the Corporation assisted the City in financing the Infrastructure Project through the issuance by the Corporation of its City of Glendale Municipal Property Corporation Subordinate Excise Tax Revenue Bonds, Series 2002D (the "2002D Bonds" and together with the 2002A/B Bonds and the 2002C Bonds, the "2002 Bonds"), which Series 2002D Bonds were secured by the 1999 Indenture, as supplemented and amended including the Series 2002 Third Supplemental Indenture, dated as of December 1, 2002 (the "Third Supplemental

Indenture"), and which Series 2002D Bonds have been paid and discharged and are no longer outstanding; and

WHEREAS, in connection with the issuance of the 2002D Bonds, the Corporation and the City entered into the Third Supplement to Series 1999 Lease Agreement, dated as of December 1, 2002 (the "Third Supplemental Agreement"), which sets forth the obligations of the City with respect to the 2002D Bonds; and

WHEREAS, the Corporation and the City provided for the issuance of additional Project Bonds as part of the Plan of Finance, consisting of the issuance by the Corporation of its City of Glendale Municipal Property Corporation \$49,940,000 Excise Tax Revenue Bonds, Series 2003A (the "2003A Bonds") and its \$105,260,000 Excise Tax Revenue Bonds, Taxable Series 2003B (the "2003B Bonds" and together with the 2003A Bonds, the "2003A/B Bonds") which 2003A/B Bonds are secured by the 1999 Indenture, as supplemented and amended including the Series 2003 Fourth Supplemental Indenture, dated as of May 1, 2003 (the "Fourth Supplemental Indenture"); and

WHEREAS, in connection with the issuance of the 2003A/B Bonds, the Corporation and the City entered into the Fourth Supplement to Series 1999 Lease Agreement, dated as of May 1, 2003 (the "Fourth Supplemental Agreement"), which sets forth the obligations of the City with respect to the 2003A/B Bonds; and

WHEREAS, the Corporation and the City provided for the issuance of additional Project Bonds as part of the Plan of Finance, consisting of the issuance by the Corporation of its City of Glendale Municipal Property Corporation \$2,615,000 Subordinate Excise Tax Revenue Bonds, Series 2003C, and \$7,250,000 Subordinate Excise Tax Revenue Bonds, Series 2003D (the "2003C Bonds" and "2003D Bonds", respectively, and collectively the "2003C/D Bonds", and together with the 2003A/B Bonds, the "2003 Bonds") which 2003C/D Bonds are secured by the 1999 Indenture as supplemented and amended by the Fifth Supplemental Indenture, dated as of July 1, 2003 (the "Fifth Supplemental Indenture"); and

WHEREAS, in connection with the issuance of the 2003C/D Bonds, the Corporation and the City entered into the Fifth Supplement to Series 1999 Lease Agreement, dated as of July 1, 2003 (the "Fifth Supplemental Agreement"), which sets forth the obligations of the City with respect to the 2003C/D Bonds; and

WHEREAS, the City determined that it was beneficial to its citizens to refinance certain public infrastructure (the "2004 Infrastructure Project") originally financed by the City's Improvement District No. 57 Improvement Bonds and Improvement District No. 59 Improvement Bonds (the "Prior Bonds") not related to the 2002 Project; and

WHEREAS, the Corporation assisted the City in financing the 2004 Infrastructure Project through the issuance by the Corporation of its City of Glendale Municipal Property Corporation \$10,880,000 Excise Tax Revenue Bonds, Series 2004A (the "2004A Bonds"), which Series 2004A Bonds are secured by the 1999 Indenture, as supplemented and amended including the Sixth Supplemental Indenture, dated as of April 1, 2004 (the "Sixth Supplemental Indenture"); and

WHEREAS, in connection with the issuance of the 2004A Bonds, the Corporation and the City entered into the Sixth Supplement to Series 1999 Lease Agreement, dated as of April 1, 2004 (the "Sixth Supplemental Agreement"), which set forth the obligations of the City with respect to the 2004A Bonds;

WHEREAS, the City has pledged certain excise taxes to the Tourism and Sports Authority (the "Authority"), doing business as the Arizona Sports and Tourism Authority (the "AzSTA Pledge"), pursuant to the Memorandum of Agreement, dated November 1, 2004, by and among the City, the Authority and B&B Holdings, Inc., d/b/a Arizona Cardinals (the "Team"), and signed on behalf of the City on November 16, 2004, on behalf of the Authority on May 12, 2005 and on behalf of the Team on May 11, 2005. Such AzSTA Pledge, by its terms, is on a subordinate basis to the Senior Bonds (defined below) and bonds issued on a parity therewith;

WHEREAS, the City determined that it was beneficial to its citizens to design, acquire, construct and equip certain public safety facilities and other infrastructure improvements (the "2006A Project") not related to the 2002 Project; and

WHEREAS, the Corporation assisted the City in financing the 2006A Project through the issuance by the Corporation of its City of Glendale Municipal Property Corporation Excise Tax Revenue Bonds, Series 2006A (the "2006A Bonds"), which Series 2006A Bonds are secured by the 1999 Indenture, as supplemented and amended including by the Seventh Supplemental Indenture, dated as of June 1, 2006 (the "Seventh Supplemental Indenture"), subject to the terms thereof; and

WHEREAS, in connection with the issuance of the 2006A Bonds, the Corporation and the City entered into the Seventh Supplement to Series 1999 Lease Agreement, dated as of June 1, 2006 (the "Seventh Supplemental Agreement") which sets forth the obligations of the City with respect to the 2006A Bonds; and

WHEREAS, the City determined that it was beneficial to its citizens to design, acquire, construct and equip certain convention center, media facilities, parking garage and other public infrastructure near the site of the 2002 Project (the "2006B Project" and as it relates to the refinancing by the 2006B Bonds, the "2006B Project"); and

WHEREAS, the Corporation assisted the City in financing the 2006B Project through the issuance by the Corporation of its City of Glendale Municipal Property Corporation Subordinate Excise Tax Revenue Bonds, Series 2006B (the "2006B Bonds"), which Series 2006B Bonds are secured by the 1999 Indenture as supplemented and amended including by the Eighth Supplemental Indenture; and

WHEREAS, in connection with the issuance of the 2006B Bonds, the Corporation and the City entered into the Eighth Supplement to Series 1999 Lease Agreement, dated as of June 1, 2006 (the "Eighth Supplemental Agreement"), which sets forth the obligations of the City with respect to the 2006B Bonds; and

WHEREAS, the City determined that was beneficial to its citizens to refinance the 2006B Bonds and the 2006B Project on the property (the "2008 Property") as described in

the Ground Lease dated as of May 1, 2008 (the "2008 Ground Lease") by and between the City and the Corporation, pursuant to which the City leases the 2008 Property to the Corporation; and

WHEREAS, in order to finance or refinance the 2006B Bonds, the Corporation and the City deemed it necessary and desirable for the Corporation to issue additional Bonds which consisted of the Corporation's Excise Tax Revenue Bonds, Series 2008A (the "2008A Bonds"), Excise Tax Revenue Bonds, Series 2008B (the "2008B Bonds") and Excise Tax Revenue Bonds, Series 2008C (the "2008C Bonds" and together with the 2008A Bonds and 2008B Bonds, collectively, the "2008 Bonds"), of which the 2008B Bonds and 2008C Bonds were issued as taxable 2008 Bonds, issued pursuant to the Series 2008 Ninth Supplemental Trust Indenture dated as of May 1, 2008 (the "Ninth Supplemental Indenture"); and

WHEREAS, in connection with the execution and delivery of the 2008 Bonds, the Corporation entered into a Ninth Supplement to Series 1999 Lease Agreement dated as of May 1, 2008 (the "Ninth Supplemental Agreement") with the City pursuant to which the Corporation leases the 2008 Property to the City and the City agrees to make lease payments to secure the 2008 Bonds;

WHEREAS, the City has determined that is beneficial to its citizens to refinance certain of the 2003A Bonds, the 2004A Bonds and the 2006A Bonds and, depending on market conditions, other bonds of the Corporation (collectively, the "Refunded Bonds") as described in the ground leases related to the Refunded Bonds (the "Refunded Bonds Ground Leases") by and between the City and the Corporation, pursuant to which the City leases related property to the Corporation; and

WHEREAS, the Corporation was formed to assist the City in acquiring land and in constructing and acquiring improvements thereon and upon land owned by the City for civic, municipal and governmental purpose, as may be requested by the City; and

WHEREAS, the Board of Directors of the Corporation has indicated that they desire to assist the City in refinancing the Refunded Bonds and financing certain new costs, among other matters; and

WHEREAS, in order to finance or refinance the Refunded Bonds, the Corporation and the City deem it necessary and desirable for the Corporation to issue additional Bonds which may consist of the Corporation's Senior Lien Excise Tax Revenue Refunding Bonds, Series 2012A (the "2012A Bonds"), Senior Lien Excise Tax Revenue Refunding Bonds, Series 2012B (the "2012B Bonds") and Senior Lien Excise Tax Revenue Refunding Bonds, Series 2012C (the "2012C Bonds" and together with the 2012A Bonds and 2012B Bonds, collectively, the "2012 Bonds"), of which the 2012B Bonds and 2012C Bonds may be issued as taxable 2012 Bonds, to be issued pursuant to the Series 2012 Tenth Supplemental Trust Indenture dated as of January 1, 2012, or such other date determined by the Finance Director of the City (the "Tenth Supplemental Indenture"); and

WHEREAS, in connection with the execution and delivery of the 2012 Bonds, the Corporation entered into a Tenth Supplement to Series 1999 Lease Agreement dated as of January 1, 2012, or such other date determined by the Finance Director of the City (the "Tenth

Supplemental Agreement") with the City pursuant to which the Corporation continues the lease of the property related to the Refunded Bonds to the City and the City agrees to make lease payments to secure the 2012 Bonds; and

WHEREAS, Robert W. Baird & Co. Incorporated, as lead manager, on behalf of itself and the other managers, if any (collectively, the "Original Purchaser") will offer to purchase, if executed and delivered, the 2012 Bonds pursuant to a Bond Purchase Agreement (the "Purchase Agreement"), by and among the Corporation, the Original Purchaser and the City, and the proceeds of the sale thereof will be applied to refinance the Refunded Bonds and the City will pledge its Unrestricted Excise Taxes (as defined in the Tenth Supplemental Agreement), as more fully described herein and in the Basic Documents (defined below); and

WHEREAS, there have been presented to the City Council of the City at the meeting of the City Council of the City at which this Ordinance is being adopted (i) the proposed form of the Tenth Supplemental Agreement; (ii) the proposed form of the Purchase Agreement and the Letter of Representation of the City contained therein; (iii) the proposed form of the Continuing Disclosure Undertaking of the City; (iv) the proposed form of the Depository Trust Agreement; and (v) the proposed form of the Tenth Supplemental Indenture (including the forms of the 2012 Bonds) (the items above referred to herein collectively as the "Basic Documents") and the form of Preliminary Official Statement to be distributed in connection with the offer and sale of the 2012 Bonds (the "Preliminary Official Statement"); and

WHEREAS, the Corporation has not made and does not intend to make any profit by reason of any business or venture in which it may engage or by reason of the assistance it renders the City in refinancing the Refunded Bonds, and no part of the net earnings of the Corporation, if any, shall ever inure to the benefit of any person, firm or corporation except the City; and

WHEREAS, this Council desires to authorize the execution and delivery of the Basic Documents and such other documents as may be necessary in connection with the execution and delivery of said Basic Documents, the pledge of Unrestricted Excise Taxes (as defined herein) for the payment of the amounts due under the Tenth Supplemental Agreement and the issuance of the 2012 Bonds.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GLENDALE, ARIZONA, THAT:

SECTION 1. In addition to words and terms elsewhere defined in this Ordinance, the capitalized words and terms used herein shall have the meaning given in Article 1 of the Tenth Supplemental Agreement.

SECTION 2. The lease of the property related to the Refunding Bonds from the City to the Corporation set forth in the related ground leases and the lease of such property from the Corporation as set forth in the Tenth Supplemental Agreement is hereby reconfirmed; and the rent specified in the Tenth Supplemental Agreement for the 2012 Project for those periods specified in the Tenth Supplemental Agreement (the "Lease Payments") will at least be sufficient to pay the principal and interest on the 2012 Bonds and other obligations secured by the Tenth Supplemental Agreement and the Tenth Supplemental Agreement is hereby approved (but

subject to the limitations on the source of City payments as set forth in Section 3). The Mayor and City Clerk of the City are hereby authorized and directed to execute the Basic Documents on behalf of the City in substantially the form on file with the City Clerk and presented to this Council with such modifications, insertions and changes as may be approved by the executing officials, which approval shall be conclusively evidenced by their execution of the Basic Documents.

SECTION 3. For the payment of the Lease Payments and other amounts due and payable under the Tenth Supplemental Agreement authorized in Section 2 hereof, there are hereby pledged, on a parity basis with the 1999 Bonds, 2003A/B Bonds, 2004A Bonds, 2006A Bonds, 2008 Bonds and 2012 Bonds but on a senior basis to the 2002A/B Bonds and 2003D Bonds and the AZSTA Pledge, the City's Unrestricted Excise Taxes. It is intended that this pledge shall be a parity lien (but not an exclusive parity lien) upon such amounts of said Unrestricted Excise Taxes, to the pledge of Excise Taxes (as defined in the 1999 Agreement) payable pursuant to the 1999 Agreement, and any pledge on a parity with the 1999 Agreement, as more fully set forth in the Tenth Supplemental Agreement. It is intended that this pledge of Unrestricted Excise Taxes will be sufficient to make the Lease Payments pursuant to the Tenth Supplemental Agreement and the City agrees and covenants to make said Lease Payments from such Unrestricted Excise Taxes, except to the extent that it chooses to make such payments from other funds, as permitted by law. Neither the Tenth Supplemental Agreement nor the promise to pay pursuant thereto nor the 2012 Bonds constitute a general obligation of the City nor shall the City be liable for the payments under the Tenth Supplemental Agreement from ad valorem taxes.

The City has pledged to the Payment of rental payments under the Tenth Supplemental Agreement, its Unrestricted Excise Taxes on a parity with Unrestricted Excise Taxes pledged under the 1999 Agreement.

SECTION 4. The City Council of the City hereby finds and determines that the financing of the 2012 Project pursuant to the terms of the Tenth Supplemental Indenture and the Tenth Supplemental Agreement and through the issuance and the sale of the 2012 Bonds are in furtherance of the purposes of the City and in the public interest will enhance the standard of living within the City and within the State.

The City Council of the City hereby restates its approval of the purposes and activities of the Corporation and the issuance of the 2012 Bonds by the Corporation and reconfirms its agreement to accept title to the related projects upon discharge of the obligations related thereto, as provided in the City Leases and the Tenth Supplemental Agreement.

SECTION 5. The City hereby approves the issuance and delivery of the 2012 Bonds, as hereinafter described, by the Corporation in an aggregate principal amount not to exceed \$70,000,000.

The 2012 Bonds shall be in the denomination of \$5,000 or any integral multiple thereof, shall be dated as determined by the Finance Director of the City, shall bear interest from such date payable on January 1 and July 1 of each year, commencing as determined by the Finance Director, and shall be fully registered bonds without coupons. The 2012 Bonds shall

bear interest at an average rate per annum not to exceed 9.00% and shall mature on July 1 in the years determined by the Finance Director but not later than 2042.

The forms, terms and provisions of the 2012 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange and number shall be as set forth in the Tenth Supplemental Indenture and are hereby approved.

The City Manager or Finance Director of the City are hereby authorized and directed to determine on behalf of the City and the Corporation by applicable series: (i) the principal amount of the 2012 Bonds; (ii) the final maturity schedule of the 2012 Bonds; (iii) the provisions for redemption in advance of maturity or payment of the 2012 Bonds; (iv) the interest rates on the 2012 Bonds; (v) the sales price and terms of the purchase of the 2012 Bonds (including the underwriter's discount [which shall not exceed 1.25% of the aggregate principal amount of the 2012 Bonds] and the original issue discount or premium), (vi) the provisions for credit enhancement, if any, for the 2012 Bonds including a debt service reserve fund or surety bond; and (vii) the provisions for a revenue stabilization fund and/or contingency amount, if any, if deemed to be in the best interests of the City.

Each series of Bonds may be issued as tax-exempt or taxable as determined by the Finance Director of the City. The City Finance Director may determine to issue only the Series 2012A Bonds. If no Series 2012B bonds or Series 2012C Bonds are issued, references therein to such Bonds shall have no force and effect.

The provisions for redemption of the Bonds shall be as set forth in the Purchase Contract and the Indenture.

The forms and other terms and provisions of the 2012 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange and number shall be as set forth in the Tenth Supplemental Indenture and are hereby approved.

SECTION 6. The City hereby appoints Robert W. Baird & Co. Incorporated as underwriter of the 2012 Bonds. Subject to the determinations described hereinabove, the proposal of the Original Purchaser for the purchase of the 2012 Bonds shall be accepted, and the 2012 Bonds shall be sold to the Original Purchaser pursuant to the Purchase Agreement upon the terms and conditions contained in the Purchase Agreement and is hereby authorized and approved.

SECTION 7. The forms, terms and provisions of the Basic Documents, in substantially the forms of such documents (including the exhibits thereto) presented at the meeting of the City Council of the City at which this Ordinance is being adopted, are hereby approved. The Mayor of the City or any other member of the City Council of the City are hereby authorized and directed to execute and deliver, and the City Clerk of the City to attest, the Basic Documents, with such insertions, omissions and changes as shall be approved by the Mayor or the Finance Director of the City, the execution of such documents being conclusive evidence of such approval and particularly of approval and acceptance of the covenants contained therein by the City Council of the City on behalf of the City.

SECTION 8. The City Council of the City hereby requests the Corporation to take any and all action necessary in connection with the execution and delivery of the Basic Documents and requests that the Corporation execute and deliver the Basic Documents and any other documents necessary in connection therewith and hereby acknowledges that the Corporation is acting on behalf of and at the direction of the City for all purposes described herein.

SECTION 9. The City Manager or Finance Director is authorized to enter into such agreements as he determines necessary in conjunction with obtaining bond insurance or a reserve fund surety bond, if any.

All actions of the City related to preparing and distributing the Preliminary Official Statement are hereby approved and ratified. The portions of the Official Statement regarding the 2012 Bonds which concern and describe the City are hereby approved and the City Manager or the Finance Director is hereby authorized and directed to execute the same and any required certificates as to the accuracy and completeness of said Official Statement descriptions of the City.

SECTION 10. The Preliminary Official Statement in substantially the form submitted to the City is approved and the distribution of the same is hereby approved. The Preliminary Official Statement is "deemed final" (except for permitted omissions), by the City as of its date for purposes of SEC Rule 15c212(b)(1) and a final official statement will be prepared and distributed to the Original Purchaser for purposes of SEC Rule 15c212(b)(3) and (4). Either the Mayor, City Manager or Finance Director of the City is authorized and directed to complete and sign on behalf of the City and in his or her official capacity, the Official Statement, with such modifications, changes and supplements as either the Mayor, City Manager or Finance Director of the City shall approve as being necessary or desirable for its purposes. The Mayor, City Manager or Finance Director of the City is authorized to use and distribute, or authorize the use and distribution of, the Official Statement and any supplements thereto as so signed in connection with the original issuance of the 2012 Bonds as may in his or her judgment be necessary or appropriate. The references to the City contained in the Preliminary Official Statement and such final Official Statement relating to the 2012 Bonds are hereby authorized and approved.

SECTION 11. The Mayor, the City Manager, the Deputy City Manager, the Clerk and the Finance Director of the City are hereby authorized and directed to do all such acts and things to execute, acknowledge and deliver all such documents (including, without limitation, tax compliance certificates, security agreements and financing statements or any amendments to such documents and all closing documents) as may in their discretion be deemed necessary or desirable to carry out and comply with the terms, provisions and intent of this Ordinance, and the Basic Documents and all exhibits to any of the foregoing. All of the acts of the officers of the City which are in conformity with the intent and purposes of this Ordinance, whether heretofore or hereafter taken or done, shall be and the same are hereby ratified, confirmed and approved in all respects.

SECTION 12. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the 2012 Bonds designated as "tax-exempt" (the "Tax-Exempt

Bonds") in such manner and to such extent as may be necessary so that (a) the Tax-Exempt Bonds will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Section 141, 148 or 149 of the Internal Revenue Code of 1986, as amended (the "Code"), or (ii) be treated other than as bonds to which Section 103(a) of the Code applies, and (b) the interest thereon will not be treated as a preference item under Section 57 of the Code. The Mayor or the Finance Director, as the fiscal officer, or any other officer having responsibility for issuance of the Tax-Exempt Bonds shall, alone or with any other officer or employee or consultant to the City, give an appropriate certificate of the City, for inclusion in the transcript of proceedings for the Tax-Exempt Bonds, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Tax-Exempt Bonds, the facts, circumstances and estimates on which they are based and other facts and circumstances relevant to the tax treatment of interest on the Tax-Exempt Bonds.

The City covenants (a) that it will take or cause to be taken such actions which may be required of it for the interest on the Tax-Exempt Bonds to be and remain excluded from gross income for federal income tax purposes, (b) that it will not take or authorize to be taken any actions which would adversely affect that exclusion and (c) that it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Tax-Exempt Bonds to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of those proceeds and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code. The Mayor, the Finance Director and other appropriate officers are hereby authorized and directed to take any and all such actions, make calculations and rebate payments, and make or give such reports and certifications, as may be appropriate to assure such exclusion of that interest.

SECTION 13. After any of the 2012 Bonds are delivered by the MPC Trustee to the Original Purchaser upon receipt of payment therefor, this Ordinance shall be and remain irrepealable until the 2012 Bonds and the interest thereon shall have been fully paid, canceled and discharged.

SECTION 14. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 15. All orders and Ordinances or parts thereof inconsistent herewith are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as reviving any order or Ordinance or any part thereof.

SECTION 16. The immediate operation of the provisions of this Ordinance is necessary for the public peace, health and safety of the residents and citizens of the City for the reason that the bonds herein authorized must be sold at the earliest possible time in order to obtain the most advantageous interest rate (including that certain of the 2012 Bonds will be sold on a tax-exempt basis subject to customary exceptions) on the 2012 Bonds; an emergency is, therefore, declared to exist, and this Ordinance shall be in full force and effect immediately upon its/passage and adoption by the Mayor and Council of the City of Glendale, and it is hereby exempt from the referendum provisions of the Constitution and laws of the State.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 10th day of January, 2012.

	MAYOR
ATTEST:	
City Clerk	
APPROVED AS TO FORM:	
City Attorney	
REVIEWED BY:	
City Manager	
b_mpc_10thSupp.doc	

Business-Voting Agenda

01/10/2012

TO:

Honorable Mayor and City Council

FROM:

Ed Beasley, City Manager Diane Goke, Finance Director

SUBJECT:

PRESENTED BY:

AUTHORIZATION TO REFUND/RESTRUCTURE MUNICIPAL PROPERTY CORPORATION EXCISE

TAX REVENUE BONDS

Purpose

This is a request for City Council to adopt an ordinance authorizing the refunding/restructuring of a portion of the maturities of the Municipal Property Corporation (MPC) 2003, 2004, and 2006 excise tax revenue bonds and authorizes the issuance of the bonds in an amount not to exceed \$70 million. This action will not materially increase the city's overall amount of MPC debt.

Council Strategic Goals or Key Objectives Addressed

This request is consistent with Council's goal of one community that is fiscally sound by allowing the city to take advantage of savings offered in the bond market which will lower debt service payments related to the specified MPC excise tax revenue bonds.

Background

The city can issue MPC bonds to fund large projects and amenities for the community. This type of debt is typically repaid with excise tax revenue which is also the main source of revenue for the city's General Fund. Due to the sluggish economy and the constraints it has created for the operating budget, staff has been exploring refinancing options for the city's MPC debt in an effort to reduce debt service payments made from the operating budget and result in overall savings in debt service payments.

Refunding/restructuring a portion of the 2003, 2004, and 2006 excise tax revenue bonds will result in an approximate \$5 million reduction in debt service payments made annually from the General Fund over the next three years and will have a net present value savings of approximately \$90,000 over the life of the bonds. This action will not materially increase the city's overall amount of MPC debt.

Previous Council/Staff Actions

At the January 3, 2012 Council Workshop, staff presented this item to Council and Council directed that this MPC refunding option be brought to an evening meeting.

Community Benefit

Refunding/restructuring the referenced MPC bonds will result in an annual savings to the General Fund in the amount of approximately \$5 million dollars over the first three years thus reducing the debt payments made from the city's operating budget.

Recommendation

Waive reading beyond the title and adopt an ordinance authorizing the refunding/restructuring of the MPC excise tax revenue bonds and authorize the issuance of the bonds in an amount not to exceed \$70,000,000.

Ed Beasley
City Manager



Attachment Memorandum

DATE:

01/10/2012

TO:

Ed Beasley, City Manager

FROM:

Diane Goke, Finance Director

SUBJECT:

AUTHORIZATION TO REFUND/RESTRUCTURE MUNICIPAL

PROPERTY CORPORATION EXCISE TAX REVENUE BONDS

1. Ordinance

ORDINANCE NO. 2796 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORI-ZING THE EXECUTION AND DELIVERY OF A PURCHASE AGREEMENT. Α SUPPLEMENT TO THE TRUST AGREEMENT, A CONTINUING DISCLOSURE AGREEMENT. A DEPOSITORY TRUST AGREEMENT AND, IF REQUIRED, AN OBLIGATION PURCHASE CONTRACT; APPROVING A PRELIMINARY OFFICIAL STATEMENT; APPROVING THE ISSUANCE AND SALE OF NOT TO EXCEED \$99,000,000 SENIOR LIEN WATER AND SEWER REVENUE REFUNDING OBLIGATIONS, SERIES 2012, WHICH MAY BE IN ONE OR MORE SERIES, **EVIDENCING PROPORTIONATE** A INTEREST OF THE OWNERS THEREOF IN THE PURCHASE AGREEMENT; DELEGATING THE DETERMINATION OF CERTAIN PROVISIONS; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUM-MATION OF THE TRANSACTION CONTEMPLATED BY THIS ORDINANCE; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Glendale, Arizona (the "City") desires to refinance the acquisition, construction and installation of certain improvements to its water and sewer systems (the "Project") through the execution and delivery of not to exceed \$99,000,000 Senior Lien Water and Sewer Revenue Obligations, Series 2012, dated as determined by the Finance Director of the City (the "2012 Obligations"), by U.S. Bank National Association, as Trustee (the "Trustee") pursuant to a Trust Agreement (hereinafter defined), dated as determined by the Finance Director of the City (the "Trust Agreement") between the Trustee and the City, evidencing a proportionate interest of the owners thereof in a Purchase Agreement, dated as determined by the Finance Director of the City (the "Purchase Agreement"), between the Trustee and the City; and

WHEREAS, Ordinance No. 1323, New Series (the "Master Ordinance") passed and adopted by the Mayor and Council on December 4, 1984, authorized the issuance of City of Glendale, Arizona water and sewer revenue bonds, as such ordinance is amended from time to time, including as supplemented and amended by Ordinance No. 1784, New Series passed on September 14, 1993 (the "Amending Ordinance" and together with the Master Ordinance, the "Existing Ordinance") and by the WIFA Loan Agreements (as hereinafter defined); and

WHEREAS, upon the issuance of the 2012 Obligations, and the payment in full of the WIFA Loan Agreements, there shall not be any outstanding obligations under the Existing Ordinance and the Existing Ordinance shall cease to govern senior lien water and sewer revenue obligations; and

WHEREAS, all of the conditions prescribed in the Subordinate Trust Agreements and Subordinate Purchase Agreements (each term as hereinafter defined) for issuing senior lien obligations will be met upon the execution and delivery of the 2012 Obligations; and

WHEREAS, Ordinance No. 2350, New Series (the "Subordinate Ordinance") passed and adopted by the Mayor and Council on October 28, 2003, authorized the execution and delivery of City of Glendale, Arizona water and sewer revenue obligations, as such ordinance is amended from time to time, and authorized the City to enter into, among other documents, a trust agreement and purchase agreement related to such obligations; and

WHEREAS, the City executed and delivered a Trust Agreement dated as of December 1, 2003 (the "Trust Agreement") and a Purchase Agreement dated as of December 1, 2003 (the "2003 Purchase Agreement"), pursuant to which Subordinate Lien Water and Sewer Revenue Obligations, Series 2003 (the "2003 Obligations"), in an aggregate principal amount of \$80,000,000, evidencing a proportionate interest of the owner of the Obligation in purchase price payments to be made by the City, were executed and delivered on December 16, 2003; and

WHEREAS, the City executed and delivered a Trust Agreement dated as of February 1, 2006 (the "2006 Trust Agreement") and a Purchase Agreement dated as of February 1, 2006 (the "2006 Purchase Agreement"), pursuant to which Subordinate Lien Water and Sewer Revenue Obligations, Series 2006 (the "2006 Obligations"), in an aggregate principal amount of \$80,000,000, evidencing a proportionate interest of the owner of the Obligation in purchase price payments to be made by the City, were executed and delivered on February 28, 2006; and

WHEREAS, the City executed and delivered a Trust Agreement dated as of June 1, 2007 (the "2007 Trust Agreement") and a Purchase Agreement dated as of June 1, 2007 (the "2007 Purchase Agreement"), pursuant to which Subordinate Lien Water and Sewer Revenue Obligations, Series 2007 (the "2007 Obligations"), in an aggregate principal amount of \$44,500,000, evidencing a proportionate interest of the owner of the Obligation in purchase price payments to be made by the City, were executed and delivered on June 27, 2007; and

WHEREAS, the City executed and delivered a Trust Agreement dated as of March 1, 2008 (the "2008 Trust Agreement") and a Purchase Agreement dated as of March 1, 2008 (the "2008 Purchase Agreement"), pursuant to which Subordinate Lien Water and Sewer Revenue Obligations, Series 2008 (the "2008 Obligations"), in an aggregate principal amount of \$65,500,000, evidencing a proportionate interest of the owner of the Obligation in purchase price payments to be made by the City, were executed and delivered on March 19, 2008; and

WHEREAS, the City has entered into (i) a Loan Agreement dated January 26, 2001 with the Water Infrastructure Finance Authority of Arizona (formerly known as the Wastewater Management Authority of Arizona and hereinafter defined as "WIFA") and (ii) a Loan Agreement with WIFA dated March 19, 2010 (collectively, the "WIFA Loan Agreements") and the payment obligation of the City with respect to the WIFA Loan Agreements is prior to the payment of the Subordinate Obligations (as hereinafter defined); and

WHEREAS, the City executed and delivered a Trust Agreement dated as of November 1, 2010 (the "2010 Trust Agreement") and a Purchase Agreement dated as of November 1, 2010 (the "2010 Purchase Agreement"), pursuant to which Subordinate Lien Water and Sewer Revenue Obligations, Series 2010A (Taxable Direct Pay Build America Bonds) (the "2010 Obligations"), in an aggregate principal amount of \$25,685,000, evidencing a proportionate interest of the owner of the Obligation in purchase price payments to be made by the City, were executed and delivered on November 30, 2010; and

WHEREAS, the Trust Agreement, the 2006 Trust Agreement, the 2007 Trust Agreement, the 2008 Trust Agreement, the 2010 Trust Agreement, the 2003 Purchase Agreement (collectively, the "Subordinate Trust Agreements"), the 2006 Purchase Agreement, the 2007 Purchase Agreement, the 2008 Purchase Agreement and the 2010 Purchase Agreement (collectively, the "Subordinate Purchase Agreements") describe the terms and conditions upon which additional water and sewer obligations may be issued on a parity basis; and

WHEREAS, the proceeds of the 2012 Obligations will be used to refinance prior obligations of the City that financed certain water and sewer projects related thereto (collectively, the "Project") and to pay the delivery costs of the 2012 Obligations and reserve funds, if any; and

WHEREAS, there have been filed with the City Clerk and submitted to the Council of the City at this meeting proposed forms of the following documents:

- (i) the proposed form of the Purchase Agreement;
- (ii) the proposed form of the Trust Agreement;
- (iii) the proposed form of the Continuing Disclosure Certificate (the "Continuing Disclosure Certificate"); and
- (iv) a preliminary form of the Official Statement relating to the Obligations (the "Preliminary Official Statement"); and
- (v) the proposed form of the Depository Trust Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That for the purpose of providing funds to refinance prior obligations of the City that financed the Project and to pay all necessary legal, financial, architectural, engineering and contingent costs in connection therewith, the City hereby authorizes the execution and delivery of the Senior Lien Water and Sewer Revenue Refunding Obligations, Series 2012, which may be in one or more series, by the Trustee, in the aggregate principal amount of not to exceed \$99,000,000.

SECTION 2. That the 2012 Obligations are to be executed and delivered as senior obligations to the Subordinate Ordinance. All words and phrases not defined herein which are defined in the Trust Agreement shall have the meanings given them in the Trust Agreement Supplement.

SECTION 3. That the 2012 Obligations shall be executed and delivered as fully registered obligations registered as to both principal and interest, in the denominations of \$5,000 or any integral multiple thereof. The Obligations shall be dated as determined by the Finance Director of the City, shall bear interest from such date payable on January 1 and July 1 of each year (the "Interest Payment Dates"), commencing July 1, 2012 (or such other date as determined by the Finance Director of the City) until the principal amount has been paid or provided for. The 2012 Obligations shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their dated date. Interest on the Bonds will be computed on the basis of a 360-day year of twelve 30-day months.

The provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption and number shall be as set forth in the Trust Agreement.

SECTION 4. That the Finance Director is authorized and directed to determine the most advantageous manner of selling the 2012 Obligations, whether by competitive or negotiated sale. In the event the Finance Director determines it is most advantageous to sell the 2012 Obligations by negotiated sale, R.W. Baird & Co. Incorporated is selected as underwriter (the "Underwriter") of the Bonds and the Finance Director is authorized to execute an Obligation Purchase Contract with the Underwriter (the "Purchase Contract").

SECTION 5. That the Finance Director is authorized and directed to determine and approve the interest rates (which shall not exceed a net interest cost of 8%), dated dates, interest payment dates, maturity dates (which shall not exceed 35 years), maturity amounts, purchase price, redemption provisions, underwriter's discount bid (which shall not exceed 2.5% of the par amount of the 2012 Obligations) and any provisions necessary in connection with the purchase of credit enhancement pursuant to Section 7 hereof, and cause the same to be set forth in the documents. The 2012 Bonds may be issued as tax-exempt bonds or as taxable bonds, or a combination thereof, as determined by the Finance Director.

SECTION 6. That the form, terms and provisions of the Purchase Agreement, the Trust Agreement, the Obligation Purchase Contract, the Depository Trust Agreement and the Continuing Disclosure Certificate, in substantially the form of such documents (including the 2012 Obligations and other exhibits thereto) presented at this meeting are hereby approved, with such final provisions, insertions, deletions and changes as shall be approved by the Finance Director, the execution of each such document being conclusive evidence of such approval, and the Mayor, the City Manager or the Finance Director are hereby authorized and directed to execute and deliver, where applicable, or approve the Purchase Agreement, the Trust Agreement, the Obligation Purchase Contract, the Depository Trust Agreement and the Continuing

Disclosure Certificate and to take all action to carry out and comply with the terms of such documents.

SECTION 7. That the City may purchase a Reserve Account Surety Bond (the "Series 2012 Surety Bond") to satisfy the Reserve Account requirements of Section 5.10 of the Trust Agreement.

In lieu of, or in addition to, the Series 2012 Surety Bond, the Mayor, the City Manager and the Finance Director are hereby authorized and directed to purchase such other municipal bond insurance, surety bonds or other credit enhancement as may be deemed appropriate and beneficial, to pay or cause to be paid all premiums attendant thereto and to enter into any obligations or agreements on behalf of the City to repay amounts paid thereon by the providers thereof.

SECTION 8. That the form, terms and provisions of the Preliminary Official Statement in substantially the form (including exhibits thereto) presented at this meeting are hereby ratified, approved and confirmed. The City hereby approves, ratifies and authorizes the use by the Purchaser of copies of the Preliminary Official Statement and the final Official Statement, which shall be in substantially the form of the Preliminary Official Statement with such changes as are necessary as a result of the sale of the 2012 Obligations (the "Official Statement") in connection with the public offering and sale of the 2012 Obligations. The City hereby deems the Preliminary Official Statement as final as of its date for purposes of Rule 15c2-12 of the Securities Exchange Commission. The City Manager is hereby authorized and directed to execute, when completed, the Official Statement.

SECTION 9. That the City hereby requests the Trustee to take any and all action necessary in connection with the execution and delivery of the Purchase Agreement, the Trust Agreement, the Obligation Purchase Contract and the Continuing Disclosure Certificate, and the execution, delivery and sale of the 2012 Obligations and further authorizes and directs the Trustee and any trustees for any obligations on a parity with the Obligations to enter into such agreements as may be reasonable for the administration of the trusts so held.

SECTION 10. That pursuant to the Purchase Agreement and the Trust Agreement, the City shall pledge its Net Revenues to the amounts to come due under the Purchase Agreement and the Trust Agreement. The City's obligation to make the payments under the Purchase Agreement or the Trust Agreement does not constitute an obligation of the City or the State of Arizona, or any of its political subdivisions, for which the City or the State of Arizona, or any of its political subdivisions, is obligated to levy or pledge any form of taxation nor does the obligation to make any payments under the Purchase Agreement or the Trust Agreement constitute an indebtedness of the City or of the State of Arizona or any of its political subdivisions within the meaning of the Constitution of the State of Arizona or otherwise. The pledge of the Net Revenues is on a parity basis with the existing pledges of the Net Revenues as described in the Master Ordinance and is a senior pledge to the pledge related to the Subordinate Obligations.

SECTION 11. That pursuant to the Purchase Agreement, the City will covenant and agree that the amount of Net Revenues which it presently levies and collects will continue to be levied and collected in each fiscal year so as to satisfy the rate covenant of the City set forth in Section 6 of the Purchase Agreement.

SECTION 12. That after any of the 2012 Obligations are delivered by the Trustee to the Purchaser thereof, upon receipt of payment therefor, this ordinance shall be and remain irrepealable until the 2012 Obligations and the interest and premium, if any, thereon shall have been fully paid, cancelled and discharged.

SECTION 13. That the Mayor, the City Manager, the City Attorney, the Finance Director, and the City Clerk and the other officers of the City, on behalf of the City, are each hereby authorized and directed, without further order of the Council of the City, to execute and deliver such certificates, proceedings and agreements as may be necessary or convenient to be executed and delivered on behalf of the City, to evidence compliance with, or further the purposes of, all the terms and conditions of this ordinance and the consummation of the transactions contemplated by the Preliminary Official Statement.

SECTION 14. That all actions of the officers and agents of the City which conform to the purposes and intent of this ordinance and which further the issuance and sale of the Obligations as contemplated by this ordinance whether heretofore or hereafter taken are hereby ratified, confirmed and approved. The proper officers and agents of the City are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the City as may be necessary to carry out the terms and intent of this ordinance.

SECTION 15. That if any section, paragraph, clause or phrase of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or phrase shall not affect any of the remaining provisions of this ordinance.

SECTION 16. That the Council of the City finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

SECTION 17. That the immediate operation of the provisions of this Ordinance is necessary for the preservation of the public peace, health and safety of the City and for the further reason that the improvements to be financed with the proceeds of the 2012 Obligations are urgently needed to enhance the health and safety of the inhabitants of the City and that the City desires to achieve favorable interest rates; therefore, an emergency is hereby declared to exist and this Ordinance is enacted as an emergency measure and shall be in full force and effect from and after the passage and adoption by the Council of the City, as required by law, and it is hereby exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

PASSED, ADOPTED AND API of Glendale, Maricopa County, Arizona, this		
ATTEST:	M A	Y O R
City Clerk (SEAL)		
APPROVED AS TO FORM:		
City Attorney		
REVIEWED BY:		
City Manager		

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Business-Voting Agenda

01/10/2012

TO:

Honorable Mayor and City Council

FROM:

Ed Beasley, City Manager Diane Goke, Finance Director

SUBJECT:

PRESENTED BY:

AUTHORIZATION TO REFUND/RESTRUCTURE WATER AND SEWER REVENUE OBLIGATIONS

Purpose

This is a request for City Council to adopt an ordinance authorizing the refunding/restructuring of a portion of the maturities of the 2003 and 2006 Water and Sewer Revenue Obligations and authorizing the issuance of the obligations in an amount not to exceed \$99 million. This action will not materially increase the city's overall amount of Water and Sewer debt.

Council Strategic Goals or Key Objectives Addressed

This request is consistent with Council's goal of one community that is fiscally sound by allowing the city to take advantage of savings offered in the bond market that will lower debt service payments related to the specified Water and Sewer Revenue debt.

Background

The city can issue Water and Sewer Revenue Obligations to fund essential infrastructure for the Water and Sewer system. This type of debt is typically repaid with user fees directly related to providing water and sewer services to system users. Due to the sluggish economy and the constraints it has created for the fund, staff has been exploring refinancing options for the city's Water and Sewer debt in an effort to reduce debt service payments made from the Water and Sewer budget and result in overall savings in debt service payments.

Refunding/restructuring a portion of the 2003 and 2006 Water and Sewer Revenue Obligations will result in an approximate \$2.5 million reduction in debt service payments made annually from the Water and Sewer Fund over the next three years and will result in no rate increases in the next fiscal year. This action will not materially increase the city's overall amount of Water and Sewer debt.

As part of this transaction, the city will repay the Water Infrastructure Financing Authority (WIFA) loans.

Previous Council/Staff Actions

At the January 3, 2012 Council Workshop, staff presented this item to Council and Council directed that this Water and Sewer refunding/restructuring option be brought to an evening meeting.

Community Benefit

Refunding/restructuring the referenced Water and Sewer Revenue Obligations will result in an annual savings to the Water and Sewer fund of approximately \$2.5 million dollars per fiscal year over the first three years thus resulting in no rate increase for the next fiscal year.

Recommendation

Waive reading beyond the title and adopt an ordinance authorizing the refunding/restructuring of the Water and Sewer Revenue Obligations and authorize the issuance of the obligations in an amount not to exceed \$99,000,000.

Ed Beasley



Attachment Memorandum

DATE:

01/10/2012

TO:

Ed Beasley, City Manager

FROM:

Diane Goke, Finance Director

SUBJECT:

AUTHORIZATION TO REFUND/RESTRUCTURE WATER AND

SEWER REVENUE OBLIGATIONS

1. Ordinance